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Skagit County Auditor

Return Address:

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5 3:48PM

Ryan L. Montgomery
Montgomery, Purdue, Blankinship
& Austin, P.L.L.C.
5500 Columbia Center
701 Fifth Avenue
Seattle, WA 98104-7096

THIRD DEED OF TRUST

Reference Number(s) of related document(s): n/a.

Grantor: Timothy T. Tomasko

Grantee: (1) Jaccobb J. Tomasko (Beneficiary)
(2) Chicago Title Company (Trustee)

Legal Description (abbreviated): ANACORTES LTS 1-10 BLK 233

Full legal(s) on Page 1.

Assessor's Tax Parcel ID Number: 3772-233-010-0005 / P56331

THIS THIRD DEED OF TRUST is made this 26 day of Jan, 2013, between Timothy T. Tomasko, **Grantor**, Chicago Title Company, **Trustee**, whose address is 701 Fifth Avenue, Suite 1700, Seattle, WA 98104, and Jaccobb J. Tomasko, **Beneficiary**,

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following-described real property in Skagit County, Washington:

Lots 1 through 10, inclusive, Block 233, "Map of the City of Anacortes, Skagit County, Washington," as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County.

Situated in the County of Skagit, State of Washington

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of **One Hundred Ten Thousand Dollars (\$110,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions hereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Third Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Third Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Third Deed of Trust. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Third Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Third Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Third Deed of Trust, including the expenses of the Trustee incurred in enforcing the

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obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute. This does not include fees or other expenses that the Grantee may incur in hiring an outside company to collect payments for his own convenience in the absence of default.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Third Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Third Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Third Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Third Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Third Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was

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conducted in compliance with all the requirements of law and of this Third Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Third Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Third Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Third Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Third Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Third Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. This Third Deed of Trust shall be junior in priority to the Deeds of Trust encumbering the property which previously have been granted for the benefit of the Cameron J. Tomasko Educational Trust and the Logan M. Tomasko Special Needs Trust regardless of the sequence of recording of any of these documents. Accordingly, all of the rights granted to Grantee hereunder are subject to the terms of such prior documents.

10. The promissory note secured by this Third Deed of Trust is due upon the sale, encumbrance or transfer of the property described above.

11. The law firm of Montgomery Purdue Blankinship & Austin PLLC has represented only the Buyer in this transaction. Each Party acknowledges that such Party has either been represented by independent counsel or acknowledges that they have been advised to seek the advice of independent counsel, and that each Party has conducted such investigation of the facts and circumstances as are appropriate. .

12. This Third Deed of Trust shall only be effective upon the later of Grantor's signature below and the execution of that certain Nonjudicial Agreement between Grantor, Grantee and Karen L. Tomasko regarding the Estate of Henry F. Tomasko which refers to this Third Deed of Trust and

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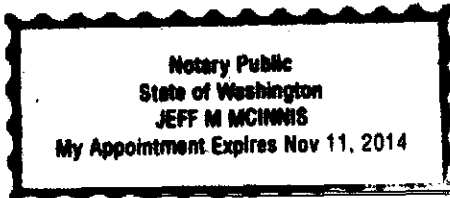
which is not effective unless this Third Deed of Trust is executed, amongst other requirements (the "Effective Date").



Timothy T. Tomasko, Grantor

STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Timothy T. Tomasko is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 1-26-13.




Name Jeff M. McInnis
NOTARY PUBLIC, State of Washington
My appointment expires 11-11-2014

