



201304150228

Skagit County Auditor

4/15/2013 Page 1 of 6 4:09PM

**AFTER RECORDING MAIL TO:**

Corner Estates, L.L.C.

P.O. Box 2108

La Conner, WA 98257

LAND TITLE OF SKAGIT COUNTY

145002-0E

**DEED OF TRUST**

Grantor(s): Bow Corner Property, L.L.C.  
Grantee(s): Corner Estates, L.L.C.  
Abbreviated Legal Description: Ptn S.W. ¼ of S.E. ¼ Sec. 16, Twn. 35 N., R. 3E W.M.,  
Skagit County, WA  
Assessor's Tax Parcel ID No.: P34383  
Assessor's Tax Account No.: 350316-0-001-0007

THIS DEED OF TRUST, made this 12 day of April, 2013, between Bow Corner Property, L.L.C, Grantor, whose street address is 510 Commercial Avenue, Anacortes, WA 98221, Land Title and Escrow Company, Trustee, whose address is 111 East George Hopper Road, P.O. Box 445, Burlington, Washington 98233, and Corner Estates, L.L.C., Beneficiary, whose address is P.O. Box 2108, La Conner, Washington 98257.

**WITNESSETH:**

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

That portion of the following described tract lying Easterly of the Truman Loop County Road:

That portion of the Southwest 1/4 of the Southeast 1/4 of Section 16, Township 35 North, Range 3 East, W.M., described as follows:  
Beginning at the Southwest corner of said Southwest 1/4 of the Southeast 1/4;  
thence East 412.5 feet;  
thence North 316.8 feet;

thence West 412.5 feet;  
thence South 316.8 feet to the point of beginning,  
EXCEPT road and ditch rights of way.

Situate in the County of Skagit, State of Washington.

Skagit County Tax Assessor's Parcel No.: P34383, Account No. 350316-0-001-0007

and commonly known as 14565 Allen West Road, Bow, Washington 98232, which real property is not used principally for agricultural or farming purposes, together with all 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 Seventy Five Thousand dollars (\$175,000.00) in accordance with the terms of a promissory note dated of even date herewith, which is payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof.

To protect the security of this 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; and to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this 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 Deed of Trust and all other encumbrances on said property. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as his interest may appear and then to the Grantor. 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



UNRECORDED  
this 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.

If Grantor fails to maintain any of the coverages described above, or if such coverages are discontinued for any reason, Beneficiary may, at its option, obtain insurance coverage, at Beneficiary's option and Grantor's expense. Beneficiary is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Beneficiary, but might or might not protect Grantor, Grantor's equity in the property, or the contents of the property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Grantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor could have obtained.

4) To defend any action or proceeding purporting to affect the security hereof or the rights or power 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 Deed of Trust.

5) To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred.

6) Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property herein above described, Beneficiary may, at its option, pay the same, and the amount so paid, with interest at the default rate set forth in the promissory note of even date herewith, shall be added to and become a part of the debt secured in this Deed of Trust from the date of payment and shall be immediately payable upon notice from Beneficiary to Grantor requesting payment.

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 thereof 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 the 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 Deed of Trust to the person entitled thereto, on written request of Grantor and Beneficiary 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 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 sale, including a reasonable Trustee's fee and attorney's fee; 2) to the obligation secured by this 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 their execution of this Deed of Trust, and such as they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

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

7) In the event of death, incapacity or 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 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 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 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,



successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as beneficiary herein.

9) If all of any part of the Property or interest therein is sold, conveyed, leased, transferred, encumbered, or full possessory rights therein are transferred (collectively or individually, "Transfer") without the prior written consent of Beneficiary, then Beneficiary may declare the entire remaining principal balance under this Deed of Trust immediately due and payable. This provision applies to each and every Transfer regardless of whether or not Beneficiary has consented or waived its rights, whether by action or non-action, in connection with any one or more previous Transfers.

GRANTOR:  
Bow Corner Property, L.L.C.

By: Maggi Holbert, Managing Member

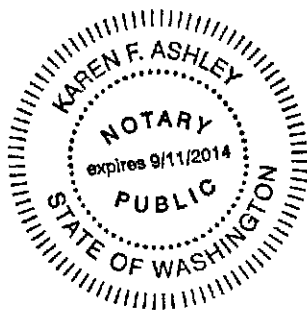
STATE OF WASHINGTON )

COUNTY OF SKAGIT )

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I certify that I know or have satisfactory evidence that Maggi Holbert, is the managing member of Bow Corner Property, L.L.C., and that said person executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed on behalf of Bow Corner Property, L.L.C. for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 12 day of April, 2013.



Karen Ashley  
NOTARY PUBLIC in and for the State of  
Washington, residing at Sedro-Woolley  
My Commission expires: 9-11-2014



REQUEST FOR FULL RECONVEYANCE

TO: TRUSTEE:

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the Deed of Trust. Said Note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said Note above mentioned, and all other evidence of indebtedness secured by Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED: \_\_\_\_\_

