

Jones Butler Dolan, PS  
P. O. Box 2784  
Mount Vernon, WA 98273  
360-336-2939



Skagit County Auditor  
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\$78.00

## DEED OF TRUST

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GRANTOR: Marilyn K. Stewart

GRANTEE: Keith H. LaRue and Freida E. LaRue, husband and wife.

ADDRESS: 4719 Lois Lane  
Sedro Woolley, Washington 98284

PARCEL NUMBER: P82957

LEGAL DESCRIPTION: LOT 12 PLAT OF PRARIE ESTATES, as per plat  
Recorded in Volume 13 of Plats, pages 84 and 85,  
records of Skagit County, Washington.

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THIS DEED OF TRUST, made this 5<sup>th</sup> day of February, 2014, between

GRANTOR, Marilyn K. Stewart,  
whose address is 4719 Lois Lane, Sedro Woolley, Washington, 98284, and

TRUSTEE, Guardian Northwest Title and Escrow,  
whose address is 1301 B Riverside Drive, Mount Vernon, Washington, 98273, and

BENEFICIARY, Keith H. LaRue and Freida E. LaRue, husband and wife,  
whose address is 2217 14<sup>th</sup> Street, Anacortes, Washington, 98221.

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

LOT 12 PLAT OF PRARIE ESTATES, as per plat recorded in Volume 13 of Plats, pages 84 and 85, records of Skagit County, 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 fifty three thousand, one hundred sixty one dollars and eighty nine cents (\$53,161.89) in accordance with the terms of a promissory note dated August 11, 2008, attached hereto, payable to Beneficiary and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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; 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. 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 its interest may appear, and then to the Grantor(s). 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 Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) 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 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, as provided by statute.
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 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 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(s) 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 the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.



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\$78.00



**REQUEST FOR FULL RECONVEYANCE**

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within 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 evidences of indebtedness secured by said 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: \_\_\_\_\_



RECITATIONS:

Date: August 11, 2008

Borrower: Randolph J. & Marilyn Stewart

Borrower's Address: 4719 Lois Lane,  
Sedro-Woolley, Washington

Payee: Marilyn or Randolph

Place for Payment: 2217 14th Street  
Anacortes, Washington

Principal Amount: \$ 53,161.89 To be paid to either Keith or Freida LaRue

Term: Open (months)

Monthly Payments: \$ 700.00 on the 15th of each month until paid off

INTEREST RATE: Annual interest rate on matured, unpaid amounts shall be the maximum amount permitted by the Laws of the State of Washington. No Interest - principle only

Randolph J. Stewart August 11, 2008  
Randolph J. Stewart

Marilyn K. Stewart August 11, 2008  
Marilyn K. Stewart

Keith H. LaRue August 11, 2008  
Keith H. LaRue

Freida E. LaRue August 11, 2008  
Freida E. LaRue

