

When recorded return to:  
James and Teri Cook  
26135 Minkler Rd SW  
Sedro Woolley, WA 98284



Skagit County Auditor \$78.00  
4/11/2017 Page 1 of 5 11:26AM

CHICAGO TITLE  
620029886

**DEED OF TRUST**  
**(For use in the State of Washington Only)**

THIS DEED OF TRUST, made this 30th day of March, 2017 between

Gary Lohman and Gail Lohman, husband and wife

as GRANTOR(S),

whose address is 8795 District Line Road, Burlington, WA 98233

and

Chicago Title Company of Washington

as TRUSTEE,

whose address is 425 Commercial St, Mount Vernon, WA 98273

and

James and Teri Cook

as BENEFICIARY,

whose address is 26135 Minkler Rd SW, Sedro Woolley, WA 98284

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

PTN GOV. LOT 3, 01-34-04 Tax/Map ID(s).

Tax Parcel Number(s): P23346/340401-0-061-0001,

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(s) herein contained, and payment of the sum of Seventy-Five Thousand And No/100 Dollars (\$75,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), 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(s) covenant(s) and agree(s):

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.



**DEED OF TRUST**

(continued)

- 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 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 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 an action or proceeding in which Grantor(s), 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 his/her/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.

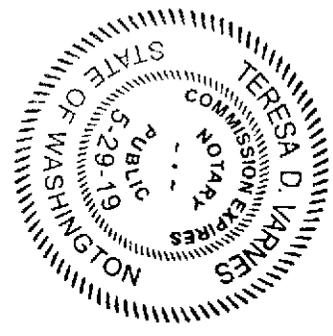
Gary Lohman  
 Gary Lohman  
Gail Lohman  
 Gail Lohman

State of Washington  
 County of Skagit

I certify that I know or have satisfactory evidence that Gary Lohman and Gail Lohman are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4-6-17

Teresa D. Varnes  
 Name: Teresa D. Varnes  
 Notary Public in and for the State of WA  
 Residing at: Camano Island  
 My appointment expires: 5/29/17



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): P23346/340401-0-061-0001**

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That portion of Government Lot 3, Section 1, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the Southeast corner of said Government Lot 3;  
Thence West 435 feet;  
Thence North 365 feet;  
Thence East 435 feet;  
Thence South 365 feet to the point of beginning;

EXCEPT commencing at a point 215 feet North of the Southeast corner of said Government Lot 3;  
Thence West 150 feet;  
Thence North 150 feet;  
Thence East 150 feet;  
Thence South 150 feet to the point of beginning.

AND EXCEPT commencing at the Southeast corner of said Lot 3;  
Thence North 0 degrees 09'09" East along the East line of said Government Lot 3, a distance of 200 feet;  
Thence South 89 degrees 59'11" West parallel with the South line of said Government Lot 3, a distance of 22.50 feet to the West right of way line of State Route 9 and the point of beginning of this description;  
Thence South 89 degrees 59'11" West, a distance of 192.57 feet;  
Thence South 0 degrees 0'49" East, a distance of 175.00 feet to the North right of way line of Francis Road;  
Thence North 89 degrees 59'11" East along the North line of Francis Road, a distance of 194.03 feet to its intersection with the West line of State Route 9;  
Thence North 0 degrees 29'37" West along the West line of State Route 9, a distance of 175.01 feet to the point of beginning of this description.

AND ALSO EXCEPT any portion thereof lying within the rights of way of State Highway 9 and Francis Road.

Situated in Skagit County, Washington

**REQUEST FOR FULL RECONVEYANCE**  
*Do not record. To be used only when note has been paid.*

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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

James and Teri Cook

|            |             |       |      |
|------------|-------------|-------|------|
| _____      | Signature   | _____ | Date |
| By: _____  | Print Name  |       |      |
| Its: _____ | Print Title |       |      |