



200412010154  
Skagit County Auditor

12/1/2004 Page 1 of 5 3:12PM

RETURN ADDRESS  
David Hoffman  
10322 42nd Ave NE  
Seattle, WA 98125

LAND TITLE OF SKAGIT COUNTY

DOCUMENT COVER SHEET

DOCUMENT TITLE (OR TRANSACTIONS CONTAINED THEREIN) **DEED OF TRUST**  
REFERENCE NUMBERS OF RELATED DOCUMENTS **N/A**  
LOCATED ON PAGE N/A/ OF DOCUMENT.

GRANTOR(S) : **Janet Laurel**

TRUSTEE: **Jerome A. Froland, Attorney**

GRANTEE(S) : **David Hoffman, a single man**

LEGAL DESCRIPTION ABBREVIATED: IE., LOT, BLOCK, PLAT OR SECTION,  
TOWNSHIP, RANGE:

**Parcel A:**

Lot 3, Block 1, Gottstein's First Addition to West Seattle, according to the plat thereof recorded in Volume 3 of Plats, page 68, King County, Washington; EXCEPT portion condemned in King County Superior Court Cause No. 142193 for Delridge Way, as provided by Ordinance No. 39638 and as amended by Ordinance No. 41575 of the City of Seattle.

**Parcel B:**

Lot 3, Block 27, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH." as per plat recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington.

Except the East 100 feet of said Lot 3.

Situate in the Town of LaConner, County of Skagit, State of Washington.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:

**Parcel A: 284870-0015-00**

**Parcel B: 4128-027-003-009 Property ID #P74416**

**DEED OF TRUST**

**THIS DEED OF TRUST**, November 30, 2004, between Janet Laurel, a single woman, whose address is 605 Maple Street, LaConner, WA 98257, Grantor; Jerome A. Froland, Jr., Attorney as Trustee, whose address is PO Box 13125, Mill Creek, WA 98082; and David Hoffman, a single man, beneficiary, whose address is 10322 42nd Ave NE, Seattle, WA 98125.

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

Parcel A:

Lot 3, Block 1, Gottstein's First Addition to West Seattle, according to the plat thereof recorded in Volume 3 of Plats, page 68, King County, Washington; EXCEPT portion condemned in King County Superior Court Cause No. 142193 for Delridge Way, as provided by Ordinance No. 39638 and as amended by Ordinance No. 41575 of the City of Seattle.

Tax Account #: 284870-0015-00

Parcel B:

Lot 3, Block 27, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH." as per plat recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington.

Except the East 100 feet of said Lot 3.

Situate in the Town of LaConner, County of Skagit, State of Washington.

TAX ACCOUNT NUMBER: 4128-027-003-009 Property ID #P74416

together with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents (subject however to the assignment of rents to lender herein), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens,



blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, antennas, trees and plants; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this instrument; and all of the foregoing, together with said property are herein referred to as the "Property".

The real property is not used principally for agricultural or farming purposes.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, the Hazardous Substance Indemnity, and payment of the sum of Three Hundred Thousand Dollars and zero cents (300,000.00) 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 thereof, 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 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 amount of indebtedness. 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. 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 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 any 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 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; (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 Deed of Trust, and such as he 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 purchaser and encumbrancers 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 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 any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

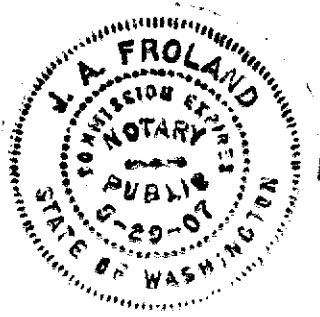
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary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

*Janet Laurel*  
Janet Laurel

STATE OF WASHINGTON )  
COUNTY OF Snohomish ) ss.

On this day personally appeared before me Janet Laurel to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30<sup>th</sup> day of November, 2004.



*J.A. Froland*  
Print Name: J.A. FROLAND  
Notary Public in and for the State of Washington, residing at Brier, WA  
My commission expires: 5-29-2007

