



200601270035  
Skagit County Auditor

1/27/2006 Page 1 of 5 9:13AM

**Filed for Record at Request of:**

Nancy C. Ivarinen, Attorney at Law

P.O. Box 526

Burlington WA 98233

---

---

**DEED OF TRUST**

---

---

P49080

THIS DEED OF TRUST, made this 17<sup>th</sup> day of JANUARY, 2006, between ROBERT E. ELLIOT, Grantor, whose address is 1695 Lake Samish Road, Bellingham, WA 98229, NANCY IVARINEN Trustee, whose address is 816 E. Fairhaven Ave., Burlington, WA 98233, and GEORGE and MOLLIE CLAIR Beneficiary whose address is 1695 Lake Samish Road, Bellingham, WA 98229,

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

ACREAGE ACCOUNT, ACRES 1.34, THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 00 DEGREES 30' 36" WEST ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 853.98 FEET TO THE NORTHERLY LINE OF LAKE SAMISH ROAD; THENCE SOUTH 78 DEGREES 51' 46" EAST ALONG THE NORTHERLY LINE OF SAID ROAD, A DISTANCE OF 335.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 59' 27" EAST, A DISTANCE OF 144.93 FEET; THENCE NORTH 89 DEGREES 03' 54" EAST, A DISTANCE OF 134.45 FEET; THENCE NORTH 4 DEGREES 54' 28" WEST, A DISTANCE OF 36.71 FEET; THENCE NORTH 84 DEGREES 54' 53" EAST, A DISTANCE OF 124.54 FEET TO THE WEST LINE OF THE ABANDONED GREAT NORTHERN RAILWAY RIGHT-OF-WAY AT A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST, THE RADIUS POINT OF WHICH LIES NORTH 75 DEGREES 35' 48" EAST, A DISTANCE OF 1196.28 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8 DEGREES 11' 48", AN ARC DISTANCE OF 171.14 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22 DEGREES 36' 00" EAST, A DISTANCE OF 74.82 FEET TO THE NORTHERLY LINE

OF LAKE SAMISH ROAD AS DESCRIBED IN AUDITOR'S FILE NO. 676047 AT A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, THE RADIUS POINT OF WHICH LIES NORTH 12 DEGREES 53' 10" WEST, A DISTANCE OF 379.26 FEET; THENCE WESTERLY ALONG SAID CURVE OF THE NORTH LINE OF SAID ROAD DESCRIBED IN AUDITOR'S FILE NO. 676047 THROUGH A CENTRAL ANGLE OF 17 DEGREES 00' 49", AN ARC DISTANCE OF 112.62 FEET TO INTERSECT WITH THE NORTHERLY LINE OF LAKE SAMISH ROAD AS IT EXISTED PRIOR TO THE RIGHT-OF-WAY CONVEYANCE IN AUDITOR'S FILE NO. 676047; THENCE NORTH 78 DEGREES 52' 46" WEST ALONG THE NORTHERLY LINE OF SAID ROAD, A DISTANCE OF 233.38 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. SURVEY RECORDED UNDER AF#200501200091.

Assessor's Tax Parcel Number: P49080

**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 Forty-five thousand, six hundred and thirty-one dollars and seventy-nine cents (\$45,631.79) with interest, in accordance with the terms of a promissory note of November 28<sup>th</sup>, 2005, 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 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. 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 aid, 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 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 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 Trustees 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 or its authorized agent 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 deposited with the clerk of the superior court



of the county in which the sale took place to be distributed in accordance with RCW 61.24.080.

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 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 the death, incapacity or disability or resignation of Trustee, Beneficiary shall appoint in writing 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, executor, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

(\*\*INDIVIDUAL FORM\*\*) DATED this 19<sup>th</sup> day of January, 2006.

  
\_\_\_\_\_  
ROBERT ELLIOT

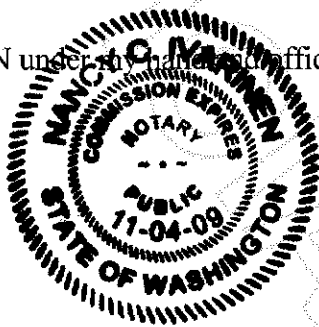


200601270035  
Skagit County Auditor

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SKAGIT )

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

GIVEN under my hand and official seal this 19<sup>th</sup> day of January, 2006.



  
NOTARY PUBLIC for Washington.  
My Commission Expires: 11/04/09

### 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 convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED \_\_\_\_\_, 2006

~~XXXXXXXXXX~~

Mail reconveyance to \_\_\_\_\_



200601270035  
Skagit County Auditor