



200603150126

Skagit County Auditor

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WHEN RECORDED RETURN TO

Name: JOHN W. HICKS

Address: PO BOX 1165

City, State, Zip: MOUNT VERNON WA 98273



Land Title Company

FILED FOR RECORD AT REQUEST OF

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this day of November, 2005 between
 NORMA A. PERKINS , GRANTOR,
 whose address is 1300 O AVENUE #329, Anacortes WA 98221
 LAND TITLE COMPANY OF SKAGIT COUNTY, a corporation, TRUSTEE, whose address is
 P.O. Box 445, Burlington, Washington, and PAMELA J. PERKINS, as her separate
 estate, and LONNIE A. PERKINS, as his separate estate, BENEFICIARY,
 whose address is
 WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the
 following described real property in Skagit County, Washington:

That real property described on EXHIBIT A attached.

All BL 40447 PTN BL 39
 Gibraltar
 4109-040-010-0006

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 ~~interest~~ and performance of that certain Agreement of contemporaneous date between the Grantor and Beneficiary, which Agreement affects the real property, Dollars (\$.....) 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 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 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 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.

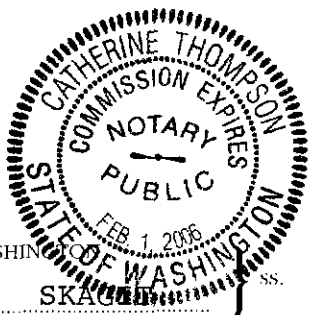
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

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.

Norma A. Perkins
NORMA A. PERKINS

Norma A. Perkins



STATE OF WASHINGTON
COUNTY OF SKAGIT

STATE OF WASHINGTON
COUNTY OF } ss.

On this day personally appeared before me
NORMA A. PERKINS
to me known to be the individual 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.

On this day of before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and

to me known to be the President and Secretary, respectively of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 16 day of November 2005.
Catherine Thompson
Notary Public in and for the State of Washington,
residing at Anacortes
My appointment expires: 2-1-06

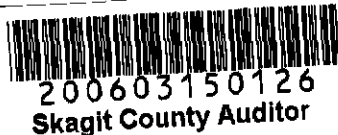
Witness my hand and official seal hereto affixed the day and year first above written.
Notary Public in and for the State of Washington,
residing at
My appointment expires:

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.

Dated



DESCRIPTION:

All of Blocks 40 and 47, and that portion of Block 39, lying Northerly of the 60 foot wide County road conveyed to Skagit County by Deed recorded July 16, 1946, under Auditor's File No. 394003,

EXCEPT Lots 1 and 2 of said Block 39; all in "PLAT OF THE TOWNSITE OF GIBRALTER, SKAGIT CO. WASHINGTON, U.S.A." as per plat recorded in Volume 1 of Plats, pages 19 and 20, records of Skagit County, Washington;

TOGETHER WITH vacated alley in Block 47 of said Plat;

ALSO TOGETHER WITH those portions of vacated Georgia Street, Wyoming Street, Virginia Street, Montana Street, Wilkes Street, Orcas Street and Whidbey Street, which upon vacation reverted to said premises by operation of law,

EXCEPT from all of the above, those portions, if any, lying within the boundaries of those certain 60 foot wide strips of land conveyed to Skagit County for road purposes by Deed recorded September 17, 1946, under Auditor's File No. 396039, and by Deed recorded July 22, 1941, under Auditor's File No. 342050, in Volume 184 of Deeds, page 373, records of Skagit County, Washington,

AND EXCEPT any portion lying within that portion conveyed by deed recorded December 29, 1999, under Auditor's File No. 199912290072, records of Skagit County, Washington,

AND ALSO EXCEPT any portions thereof lying within the boundaries of existing public rights of way;

AND ALSO EXCEPT the three following described portions thereof:

1. Said Block 47, TOGETHER WITH those portions of the vacated streets and alleys that would attach thereto by operation of law.
2. Those portions of said Blocks 39 and 40 lying Easterly of the Southerly extension of the West line of the "PLAT OF QUAKER COVE", as per plat recorded in Volume 6 of Plats, page 37, records of Skagit County, Washington, said Southerly extension extends from the Southwest corner of Lot 19 in the "PLAT OF QUAKER COVE", South to Gibraltar Road; these portions of said Blocks 39 and 40 include those portions of the vacated streets and alleys that would attach thereto by operation of law.
3. Those portions of said Blocks 39 and 40, including vacated streets and alleys, that would attach thereto by operation of law, described below:

A strip of land 60.00 feet in width lying 30 feet on each side of the following describe centerline:

- Continued - EXHIBIT A - page 1



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Commencing at the West ¼ corner of Section 17, Township 34 North, Range 2 East, W.M.;
thence South 00°28'42" West along the West line of the Southwest ¼ of said Section 17 to the Southwest corner of said Section 17;
thence North 62°06'09" East a distance of 1,681.21 feet, more or less, to the monumented Southeast corner of Block 47 of said "PLAT OF THE TOWNSITE OF GIBRALTER";
thence North 89°29'02" West 30.00 feet to the true point of beginning of said centerline;
thence South 00°29'02" West 68.55 feet;
thence South 27°21'15" West 62.08 feet;
thence South 20°29'45" West 113.87 feet, more or less, to a point on the Northerly right of way line of Gibraltar Road, said point bears North 68°08'03" East, a distance of 1,494.37 feet from the Southwest corner of said Section 17 and is the terminus of said centerline;

TOGETHER WITH that portion of said Blocks 39 and 40 lying Easterly of the East line of the above described 60.00 foot wide strip of land and Westerly of the Southerly extension of the West line of the "PLAT OF QUAKER COVE", as per plat recorded in Volume 6 of Plats, page 37, records of Skagit County, Washington, extended from the Southwest corner of Lot 19 in the "PLAT OF QUAKER COVE", South to Gibraltar Road.

(The above described 60.00 foot wide strip of land is a revision to the 60.00 foot wide easement delineated on the face of that certain Survey recorded December 16, 1999, under Auditor's File No. 199912160093. Said 60.00 foot wide strip of land also being identical with that certain "Notice of Easement" recorded March 5, 1999 as Auditor's File No. 9903050140.)

Situate in the County of Skagit, State of Washington.

EXHIBIT A - page 2



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Skagit County Auditor

Lonnie's
Copy

PERKINS AGREEMENT

This contract is made December 12, 2005, by and between NORMA A. PERKINS, PAMELA J. PERKINS and LONNIE A. PERKINS.

W I T N E S E T H :

WHEREAS, a variety of issues have arisen between PAMELA J. PERKINS and LONNIE A. PERKINS which they desire to resolve and memorialize by this agreement, and

WHEREAS, NORMA A. PERKINS desires to gift equally to LONNIE A. PERKINS and PAMELA J. PERKINS the net proceeds as hereinafter described for the purposes of facilitating the agreement between PAMELA J. PERKINS and LONNIE A. PERKINS.

The parties agree as follows:

1. NORMA A. PERKINS owns the real property described in EXHIBIT A and commonly known as 14838 Gibraltar Road, Anacortes, Washington.

2. NORMA A. PERKINS will sell the real property in a commercially reasonable manner and time frame.

3. NORMA A. PERKINS shall, from the gross proceeds, deduct all sale costs, including but not limited: excise tax, escrow fees, title insurance, recording fees and realtor commissions.

4. NORMA A. PERKINS shall additionally from the gross sale proceeds, deduct all costs incurred by NORMA A. PERKINS to the date of sale. These costs shall include but not be limited to attorney's fees, appraisal fees and certified public accountant fees.

All house payments will be reimbursed from Lonnie's share.

*NP
Paym
dl*

5. The sale will result in a federal capital gains tax. NORMA A. PERKINS will pay the federal capital gains tax from the sale proceeds.

AS SOON AS POSSIBLE

6. PAMELA J. PERKINS shall, on or before ~~2/15/06~~, ~~2/15/06~~, remove all of her personal property from the premises.



~~Anything remaining as of December 10, 2005, shall be disposed of at NORMA A. PERKINS' sole discretion without any liability accruing to NORMA A. PERKINS.~~

*Party's Agree to Remove LP
DATE OF Completion only*

*LP
Pam*

~~7. LONNIE A. PERKINS shall on or before ~~December 10, 2005~~, removal from the premises of the remaining personal and business personal property, including all vehicles, equipment, materials used in his business, and all debris deposited upon the premises. LONNIE A. PERKINS shall add and spread in a workmanlike manner an additional top course of acceptable material on the gravel driveway. LONNIE A. PERKINS shall also mow and trim all vegetation and pressure wash the driveway. NORMA A. PERKINS shall hire as needed personnel to accomplish the work to be done by LONNIE A. PERKINS and charge LONNIE A. PERKINS any such costs for items which he fails to complete in a workmanlike manner on or before December 10, 2005.~~

*Party's Agree to Remove
DATE OF Completion only*

*LP
Pam
AR*

9. The net proceeds shall then be divided 50% to PAMELA J. PERKINS and 50% to LONNIE A. PERKINS. NORMA A. PERKINS, out of LONNIE A. PERKINS' 50% shall pay all sums due PAMELA J. PERKINS by LONNIE A. PERKINS arising out of their Decree of Dissolution of Marriage. The amount to be withheld shall be equal to the number of months remaining on LONNIE A. PERKINS' original 48 month obligation to PAMELA J. PERKINS for child support, maintenance and health insurance premiums which is in the amount of \$1,100.00 per month.

10. The terms and conditions of this agreement shall be secured by a Deed of Trust in the form attached encumbering the real property described in EXHIBIT A.

11. In the event the services of an attorney are incurred to enforce any covenant, condition or term of this agreement or to procure a nonjudicial, an adjudicated, involuntary or voluntary termination of any party's rights hereunder, including an action to collect any payment required hereunder, the parties agree that the nonprevailing party shall pay a reasonable sum as attorney's fees, whether or not suit is commenced, together with all court costs, costs of searching



records, and costs of serving any notices required by law. Failure to pay said attorney's fees and costs incurred shall be deemed a substantial breach of this agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

Norma A. Perkins
NORMA A. PERKINS

Pamela Perkins 12/12/05
PAMELA J. PERKINS

[Signature]
LONNIE A. PERKINS
12/12/05



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EXHIBIT A



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