

When Recorded Please Return To:
Lawrence A. Pirkle
321 West Washington, Suite 300
Mt. Vernon, WA 98273

200705160006
Skagit County Auditor
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200610270116
Skagit County Auditor
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This Space For Recorder's Use Only

DEED OF TRUST

(For Use in the State of Washington Only)

Rerecord to Correct Legal

Grantor: KEL PROPERTIES, LLC, a Washington Limited Liability Company

Grantee: LOREN KORTHUIS and ARLENE KORTHUIS, husband and wife

Trustee: Land Title Company of Skagit County

Abbreviated Legal: The E 209 ft of the W 242 ft of the N ²²⁹209 ft of the SW 1/4 of the NE 1/4 of Sec 15, Twp 34N Range 4 E W.M.

Assessor's Tax Parcel Number: P24784 340415-0-012-0005

THIS DEED OF TRUST, made this 29 day of October, 2006 between **GRANTOR**, KEL PROPERTIES, LLC, whose address is 14000 McLaughlin EXT Road, Mount Vernon, WA 98273, **LAND TITLE COMPANY OF SKAGIT COUNTY, TRUSTEE** whose address is P.O. Box 445, Burlington, Washington 98233 and LOREN KORTHUIS and ARLENE KORTHUIS, **BENEFICIARY**, whose address is 14000 McLaughlin EXT Road, Mount Vernon, WA 98273. WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County Washington:

Corrected Legal on Exhibit A.

~~The East 209 feet of the West 242 feet of the North 209 feet of the SW 1/4 of the NE 1/4 of Section 15, Township 34 North, Range 4 East W.M., EXCEPT the 50 foot wide right of way conveyed to the Puget Sound and Cascade Railway Company by Deed recorded under Auditor's File No. 110943, in Volume 101 of Deeds, page 586, records of Skagit County, Washington; AND ALSO EXCEPT the North 30 feet thereof conveyed to Skagit County for road purposes by deed recorded under Auditor's File No. 77104, in Volume 65 of Deeds, page 189, records of Skagit County, Washington; AND ALSO EXCEPT that portion thereof lying within the as built and existing County Road running along the North line thereof commonly known as McLaughlin Road. Situate in the County of Skagit, State of 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 KELLI KORTHUIS'S payment of the sum of Fifty One Thousand Six Hundred Dollars (\$51,600.00) plus interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by KELLI KORTHUIS, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to KELLI KORTHUIS, 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 file property described herein continuously insured against loss by fire or other hazards in all 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 apply, 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 existence 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 herein above 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 the 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 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, 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



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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 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.

KEL PROPERTIES, LLC

by: [Signature]
KELLI KORTHUIS, Member

by: [Signature]
LOREN KORTHUIS, Member

by: [Signature]
ARLENE KORTHUIS

State of Washington)
)ss.
County of Skagit)

On this day before me, the undersigned, personally appeared KELLI KORTHUIS, LOREN KORTHUIS and ARLENE KORTHUIS to me known to be Members of KEL PROPERTIES, LLC, the Limited Liability Company executing the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

GIVEN under my hand and official seal this 26 day of October 2006



[Signature]
Lawrence A. Pirkle
Notary Public in and for the State of Washington
Residing at: Mount Vernon
My Commission Expires: 5/07/07

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 _____ day of _____, _____.



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EXHIBIT A

~~The East 209 feet of the West 242 feet of the North 209 feet of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 34 North, Range 4 East W.M., EXCEPT the 50 foot wide right of way conveyed to the Puget Sound and Cascade Railway Company by deed recorded under Auditor's File No. 110943, in Volume 101 of Deeds, page 586, records of Skagit County, Washington; AND ALSO EXCEPT the North 30 feet thereof conveyed to Skagit County for road purposes by deed recorded under Auditor's File No. 77104, in Volume 65 of Deeds, page 189, records of Skagit County, Washington; AND ALSO EXCEPT that portion thereof lying within the as built and existing County Road running along the North line thereof commonly known as McLaughlin Road.~~

~~Situate in the County of Skagit, State of Washington.~~

Corrected Legal

The East 209 feet of the West 242 feet of the North 229 feet of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 34 North, Range 4 East, W.M., EXCEPT the North 20 Feet thereof for the McLaughlin Road; ALSO EXCEPT that portion thereof lying within the as-built and existing County Road running along the North line thereof commonly known as the McLaughlin Road; ALSO EXCEPT the 50 foot wide right-of-way conveyed to the Puget Sound and Cascade Railway Company by Deed recorded under Auditor's File No. 110943 in Volume 101 of Deeds, Page 586, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Accepted and Approved by the Grantors:

BA Dodge, *KT*
JMP, *KR* 5/4/07

Accepted and Approved by the Grantees:

JK, *AK* 5/7/07
AK

SUBSCRIBED AND AFFIRMED, OR SWORN TO BEFORE ME IN THE COUNTY OF Denver STATE OF COLORADO THE 4 DAY OF May 2007
Norma J. Lance
NOTARY PUBLIC STATE OF COLORADO
My Commission Expires July 12, 2010

NORMA J. LANCE
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 07/12/10



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