



200708280081
Skagit County Auditor

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~~WHEN RECORDED RETURN TO:~~
School Employees Credit Union of Washington
325 Eastlake Avenue East
Seattle, WA 98109-5466

When recorded mail to:
First American Title Insurance
Lenders Advantage
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
Attn: Recording Coordinators

Tax Parcel No: P119394
Title Order No: WILD
Reference No: 325.0000037151.02

DEED OF TRUST

THIS DEED OF TRUST, made this 17th day of August, 2007, between
GRANTOR(S) DANIEL K. OSGOOD AND SUSAN I. OSGOOD, HUSBAND AND WIFE

26171 Jusjay Lane Sedro Wooley, WA 98284

GUARDIAN NORTHWEST TITLE CO.

Wild

ACCOMMODATION RECORDING ONLY

TRUSTEE(S) TRUSTEE SERVICES, INC
PO BOX 2980 SILVERDALE WA 98383

and School Employees Credit Union of Washington, Beneficiary, whose address is:
325 Eastlake Avenue East, Seattle WA 98109-5466.

Witnesseth: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington.

ABBRV. LEGAL:
LOT 15 ELK HAVEN ESTATES A'S 200208060083

See attached full legal description.



OSGOOD

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which real property is not used principally for agriculture 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 the Grantor herein contained, and payment of the sum of Fifty Thousand and 00/100 DOLLARS

Dollars (\$50,000.00) 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 conveys and agrees:

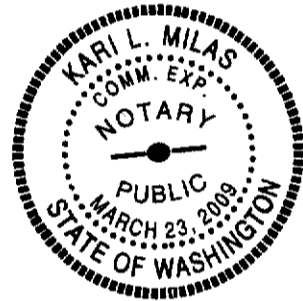
1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulation, 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 building 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 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 proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the 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.

(continued on reverse side)

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 such 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 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 Trustee's authorized agent shall sell the trust property, in accordance with the Deed of Trust Act of the state of Washington (as amended) 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 or shall be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which the sale takes place.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchase the interest in the property which Grantor has 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 and conclusive evidence thereof in favor of bonafide purchasers 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 shall 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 applied to, insures to the benefit of and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Daniel K. Osgood
 Susan I. Osgood



STATE OF WASHINGTON
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Daniel K and Susan I
Osgood is (are) the person(s) who appeared before me, and said person(s) acknowledged that
they signed this instrument and acknowledged it to be of their free and
voluntary act for the uses and purposes mentioned in the instrument.

Dated August 23, 2007 Kari L Milas
Notary Public
My appointment expires March 23, 2009

Request for Full Reconveyance

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

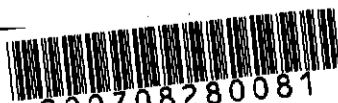
The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any 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 _____

School Employees Credit Union of Washington

By _____
Financial Management Representative

Mail reconveyance to



Skagit County Auditor

EXHIBIT A

LOT 15, "ELK HAVEN ESTATES", AS RECORDED AUGUST 6, 2002 UNDER AUDITOR'S FILE NO. 200208060083, RECORDS OF SKAGIT COUNTY, WASHINGTON.

A. RESERVATIONS IN DEED CONVEYING THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE S EAST, WILLAMETTE MERIDIAN, FROM GLACIER PARK COMPANY, A CORPORATION, DATED JULY 17, 1945, FILED AUGUST 23, 1945, UNDER AUDITOR'S FILE NO. 382733, AND RECORDED IN VOLUME 203 OF DEEDS, PAGE 15, SUBSTANTIALLY AS FOLLOWS:

"EXCEPTING AND RESERVING UNTO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS FOREVER, ALL MINERALS OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, COAL, IRON, NATURAL GAS AND OIL, UPON OR IN SAID LAND, TOGETHER WITH THE USE OF SUCH OF THE SURFACE AS MAY BE NECESSARY FOR EXPLORING AND MINING OR OTHERWISE EXTRACTING AND CARRYING AWAY THE SAME." THE INTEREST OF GLACIER PARK COMPANY AS TO ALL GEOTHERMAL HEAT AND ALL ORES AND MINERALS OF ANY NATURE WHATSOEVER, WAS CONVEYED TO MERIDIAN LAND AND MINERAL COMPANY, A MONTANA CORPORATION, BY DEED RECORDED APRIL 10, 1984, UNDER AUDITOR'S FILE NO. 8404100073.

THE INTEREST OF GLACIER PARK COMPANY AS TO ALL OIL, GAS, OTHER HYDROCARBONS AND ASSOCIATED MINERALS, WAS CONVEYED TO MILESTONE PETROLEUM, INC., A DELAWARE CORPORATION, BY DEED RECORDED APRIL 10, 1984, UNDER AUDITOR'S FILE NO. 8404100074.

B. EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA TO:

A.) CONSTRUCT, MAINTAIN, REPAIR, REBUILD, OPERATE AND PATROL ONE LINE OF ELECTRIC TRANSMISSION STRUCTURES, 150 FEET IN WIDTH; AND

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EXHIBIT A
(continued)

B.) THE RIGHT TO FELL, LIMB AND TOP ALL TREES, BRUSH AND SNAGS WITHIN 29 FEET OF ANY CONDUCTOR, AND

C.) TO IMPROVE, USE AND MAINTAIN AN EXISTING ROADWAY, 20 FEET IN WIDTH, ALL AS CONTAINED IN DECLARATION OF TAKING, FILED IN UNITED STATES DISTRICT COURT CAUSE NO. 347-73C2.

C. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

GRANTEE: PUGET SOUND ENERGY, INC.

DATED: JULY 12, 1999

RECORDED: AUGUST 12, 1999

AUDITOR'S NO: 199908120015

PURPOSE: "... UTILITY SYSTEMS FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ELECTRICITY.

AREA AFFECTED:

THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN., AND THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, LYING NORTHERLY OF STATE HIGHWAY 17A, AS CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED MARCH 26, 1948, UNDER AUDITOR'S FILE NO. 416167.

D. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:

PLAT/SUBDIVISION NAME: ELK HAVEN ESTATES

RECORDED: AUGUST 6, 2002

AUDITOR'S NO: 200208060083

1. EASEMENT PROVISIONS CONTAINED ON THE FACE OF THE PLAT, AS FOLLOWS:

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EXHIBIT A
(continued)

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY AND VERIZON, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTERIOR 10 FEET OF ALL LOTS, TRACTS AND SPACES WITHIN THE SUBDIVISION LYING PARALLEL WITH AND ADJOINING ALL STREETS IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, WIRES AND ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS, SUBDIVISION AND OTHER PROPERTY WITH ELECTRICITY, TELEPHONE AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON ALL LOTS, TRACTS AND SPACES AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

2. TERMS, COVENANTS, CONDITIONS, NOTES AND RESTRICTIONS CONTAINED IN SAID PLAT. AS FOLLOWS:

BASIS OF BEARINGS - ASSUMED SOUTH 00 DEGREES 55 MINUTES 57 SECONDS WEST ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 9

NO BUILDING PERMIT SHALL BE ISSUED FOR ANY RESIDENTIAL AND/OR COMMERCIAL STRUCTURES WHICH ARE NOT, AT THE TIME OF APPLICATION, DETERMINED TO BE WITHIN AN OFFICIAL DESIGNATED BOUNDARY OF A SKAGIT COUNTY FIRE DISTRICT

THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE USING: 2 SECOND DIGITAL ELECTRONIC TOTAL STATION, AND MEETS OR EXCEEDS THE STANDARDS CONTAINED, IN WAC 332-130-090

SEWER - INDIVIDUAL ON SITE SEWAGE DISPOSAL SYSTEMS. ALTERNATIVE SYSTEMS ARE PROPOSED FOR LOTS 1 THROUGH 37 OF THIS PLAT WHICH MAY HAVE SPECIAL DESIGN, CONSTRUCTION, AND MAINTENANCE REQUIREMENTS. SEE HEALTH OFFICER FOR DETAILS

CHANGE IN LOCATION OF ACCESS MAY NECESSITATE A CHANGE OF ADDRESS. CONTACT SKAGIT COUNTY PLANNING AND PERMIT CENTER

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EXHIBIT A
(continued)

WATER - INDIVIDUAL WELLS. WATER WILL BE SUPPLIED FROM INDIVIDUAL WATER SYSTEMS. CONTACT THE HEALTH DEPARTMENT TO DETERMINE IF ADDITIONAL WATER QUALITY OR QUANTITY TESTING WILL BE REQUIRED FOR BUILDING PERMIT APPROVALS. SKAGIT COUNTY REQUIRES A 100 FOOT RADIUS WELL PROTECTION ZONE FOR NEW INDIVIDUAL WATER SYSTEMS. THE ZONE MUST BE CONTAINED ENTIRELY ON THE LOT OWNED IN FEE SIMPLE AND/OR BE PROVIDED THROUGH APPROPRIATE COVENANTS OR EASEMENTS. PRESENT AND FUTURE OWNERS OF LOTS WITH AN EXISTING WELL SHALL PRESERVE A 100 FOOT RADIUS WELL PROTECTION ZONE FOR EXISTING WELL IMPROVEMENT OR REPLACEMENT.

THIS PROPERTY MAY ALSO BE ENCUMBERED BY EASEMENTS OR RESERVATIONS CONTAINED IN DOCUMENTS FILED IN UNITED STATES DISTRICT COURT CAUSE NO. 347-73C2 AUDITOR'S FILE NO. 107496, AUDITOR'S FILE NO. 382733, AUDITOR'S FILE NO. 8404100073, AUDITOR'S FILE NO. 8404100074, AUDITOR'S FILE NO. 8802260024 AND AUDITOR'S FILE NO. 9109190005.

MAINTENANCE AND OPERATION OF ALL DRAINAGE FACILITIES LOCATED ON PRIVATE PROPERTY WITHIN THE SPECIFIED DRAINAGE EASEMENTS OF THIS PLAT SHALL BE THE RESPONSIBILITY OF A HOMEOWNERS ASSOCIATION WITH THE LOT OWNERS AS MEMBERS. SEE ELK HAVEN ESTATES COVENANTS, CONDITIONS AND RESTRICTIONS AND DECLARATIONS FILED UNDER AUDITOR'S FILE NO. 200208060084.

SEE PROTECTED CRITICAL AREAS AGREEMENT FILED TINDER AUDITOR'S FILE NO. 200208060085.

\$100 PER LOT WILL BE DONATED TO SKAGIT COUNTY PARKS & RECREATION UPON THE SALE OF EACH LOT.

PLAT NAME, NUMBER AND DATE OF APPROVAL SHALL BE INCLUDED IN ALL DEEDS AND CONTRACTS.

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EXHIBIT A
(continued)

3. TERMS, COVENANTS, CONDITIONS, NOTES AND) RESTRICTIONS
CONTAINED IN SAID PLAT, AS FOLLOWS:

KNOW ALL MEN BY THESE PRESENTS THAT RON VALIQUETTE AND V. VALIQUETTE, HUSBAND AND WIFE AND WHIDBEY ISLAND BANK DO HEREBY DECLARE THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER ALL ROADS AND WAYS, EXCEPT PRIVATE AND CORPORATE ROADS, SHOW-N HEREON WITH THE RIGHTS TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS, AND THE RIGHT TO CONTINUE TO DRAIN SAID ROADS AND WAYS OVER AND ACROSS ANY LOT OR LOTS, WHERE WATER MIGHT TAKE NATURAL COURSE, IN THE ORIGINAL REASONABLE GRADING OF ROADS AND WAYS SHOWN HEREON. FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHT-OF-WAY, OR TO HAMPER ROAD DRAINAGE. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

4. RIGHT OF THE PUBLIC TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES IN THE REASONABLE ORIGINAL GRADING OF STREETS, AVENUES, ALLEYS AND ROADS, AS DEDICATED IN THE PLAT.

5. BUILDING SET-BACK LINES AS DELINEATED ON THE FACE OF THE PLAT.

6. DRAINAGE EASEMENTS AS SHOWN ACROSS LOTS 4, 5 AND 8

7. WELL PROTECTION EASEMENTS - LOTS 5, 8 AND 11

E. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

DATED: JUNE 11, 2002

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EXHIBIT A
(continued)

RECORDED: AUGUST 6, 2002
AUDITOR'S NO: 200208060084
EXECUTED BY: RON VALIQUETTE AND V. VALIQUETTE

ABOVE COVENANTS. CONDITIONS AND RESTRICTIONS WERE AMENDED AS
FOLLOWS:

DECLARATION DATED: JANUARY 19, 2006
RECORDED: FEBRUARY 22, 2006
AUDITOR'S NO.: 200602220047

F AGREEMENT AND THE TERMS AND PROVISIONS THEREOF

BETWEEN RON VALIQUETTE & V VALIQUETTE
AND SKAGIT COUNTY
DATED APRIL 19, 2002
RECORDED AUGUST 6, 2002
AUDITOR S NO 200208060085
REGARDING PROTECTED CRITICAL AREA EASEMENT AGREEMENT

NOTE NO. I: WE NOTE THE FOLLOWING RECORDED DOCUMENTS WHICH
MAY AFFECT BUILDING OR LAND USE GOVERNMENTAL REGULATIONS ARE
NOT A MATTER OF TITLE INSURANCE AND SAID DOCUMENTS ARE SHOWN
AS A COURTESY ONLY REFERENCE IS MADE TO THE RECORD FOR THE
FULL PARTICULARS MATTERS SET FORTH IN SAID NOTICE/AGREEMENT
(S) MAY HAVE EXPIRED, CHANGED OR MAY CHANGE IN THE FUTURE
WITHOUT RECORDED NOTICE

AUDITOR'S FILE NO 200506210025
DOCUMENT TITLE NAT LOT OF RECORD CERTIFICATION.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV. LEGAL:

LOT 15 ELK HAVEN ESTATES A'S 200208060083

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