

WHEN RECORDED RETURN TO:

**Byrnes & Keller, LLP
1000 Second Avenue, 38th Floor
Seattle, WA 98104**



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Skagit County Auditor

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Document Title: DEED OF TRUST

Grantor: Diane Higgins

Grantee: 1. Byrnes & Keller, LLP
2. Chicago Title Insurance Co., Trustee

Legal Description:

Abbreviated Legal Description: Skagit Sunset Div. #1, Lot 7; Skagit Sunset Div. #1, Lot 8; Skagit Sunset Div. #1, Lot 9

Full Legal Description: See below

Assessor's Tax Parcel Nos.: P108081, P108082, P108083

Reference No. of Documents Related of Assigned: Not applicable

DEED OF TRUST

THIS DEED OF TRUST, made this 13th day of February, 2009 by **DIANE HIGGINS**, GRANTOR, whose address is 1312 Headley Ave. NW, Orting, WA 98360; to TRUSTEE, **CHICAGO TITLE INSURANCE COMPANY**, whose address is 701 Fifth Avenue, Suite 3400, Seattle, WA 98104, and BENEFICIARY, **BYRNES & KELLER, LLP**, a Washington limited liability partnership, whose address is 1000 Second Avenue, 38th Floor, Seattle, WA 98104.

WITNESSETH: Grantor(s) hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the following described property in ~~King~~ Skagit County, Washington:

Lot 7, "PLAT OF SKAGIT SUNSET DIV. NO. 1," as per plat recorded in Volume 16 of Plats, Pages 49 and 50, records of Skagit County, Washington.

Lot 8, "PLAT OF SKAGIT SUNSET DIV. NO. 1," as per plat recorded in Volume 16 of Plats, Pages 49 and 50, records of Skagit County, Washington.

Lot 9, "PLAT OF SKAGIT SUNSET DIV. NO. 1," as per plat recorded in Volume 16 of Plats, Pages 49 and 50, records of Skagit County, 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 and as set forth in the Letter of Retention from Beneficiary to Grantor, dated February __, 2009 (the "Retention Letter"), 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; and 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 Retention Letter, 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 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: (a) to the expense of the sale, including a reasonable trustee's fee and attorney's fee; (b) to the obligation secured by this Deed of Trust; and (c) 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 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 an 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 being in not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns.

GRANTOR:


Diane Higgins

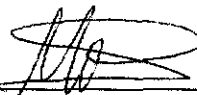
STATE OF WASHINGTON)
 MK) ss.
COUNTY OF ~~KING~~)
 Pierce)

On this 13th day of February, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Diane Higgins, known to me to be the person who executed the foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.




Signature

Manar M Kattan
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at Pierce.
My commission expires 11/15/2010.

