



200903260126

Skagit County Auditor

3/26/2009 Page 1 of 3 1:41PM

When Recorded, Return To:
Christopher J. Pollino
506 Main Street
Mount Vernon WA 98273

DEED OF TRUST

Grantor: DAVID HOBSON REFF, as his separate estate
Grantee: PAMELA RUTH REFF, as her separate estate

Legal Description: REPLAT OF SAMISH TERRACE LOT 9 BLK 1

Assessor's Property Tax
Parcel or Account No: P77696 4184-001-009-0009

Reference Nos of Documents
Assigned or Released: N/A

THIS DEED OF TRUST, made this 26th day of March, 2009, between DAVID HOBSON REFF, as his separate estate, grantor, whose address is 4992 Samish Terrace Road, Bow WA 98232, LAND TITLE INSURANCE COMPANY, a corporation, trustee, whose address is P.O. Box 1225, Mount Vernon, WA 98273, and PAMELA RUTH REFF, as her separate estate, beneficiary, whose address is 4992 Samish Terrace Road, Bow WA 98232-9553, Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the above described real property in 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 contained, and payment of the sum of **ONE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED AND 00/100 (\$139,500.00) DOLLARS**, with interest (after entry of decree) 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.

ORIGINAL

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 sales 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.

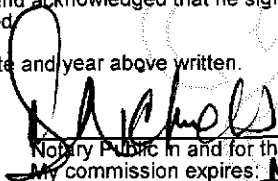

DAVID HOBSON REFF

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 18th day of MARCH, 2009, personally appeared before me DAVID HOBSON REFF, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto, affixed the date and year above written.

Notary Public
State of Washington
DIA A. NICHOLS
My Appointment Expires Nov 3, 2012


Notary Public in and for the State of Washington.
My commission expires: NOV 3, 2012

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: _____


200903260126
Skagit County Auditor

PROMISSORY NOTE

\$139,500.00

March 25, 2009

DAVID HOBSON REFF, after date, without grace, for value received, promises to pay to PAMELA RUTH REFF, or order, the sum of ONE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED AND 00/100 (139,500.00) Dollars, with interest thereon at the rate of zero percent (0%) per annum, payable in full within 30 days of entry of the Decree of Dissolution. There shall be no penalty for early payment. If paid after 30 days from the date of entry, the full \$139,500 shall accrue interest at the rate of twelve percent (12%) per annum.

Principal and interest shall be payable at the then current residence of PAMELA RUTH REFF. If any interest remains unpaid after due, this note shall become due and payable at once without further notice, at the option of the holder.

This note shall bear interest at the twelve percent (12%) per annum, after 30 days of entry of the decree, if not paid in full prior to said date, or the above interest rate, whichever is greater, after maturity and if this note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this note, I promise to pay a reasonable attorney's fee. Venue for any suit to collect this note shall be in Skagit County, Washington.

The maker of this note executes the same as a principal and not as a surety.



DAVID HOBSON REFF



200903260126
Skagit County Auditor

ORIGINAL