



200909300111

Skagit County Auditor

9/30/2009 Page 1 of 4 2:39PM

When Recorded, Return To:  
Sandra Lee Larson  
13427 N Green Street  
Anacortes WA 98221

### DEED OF TRUST

**Grantor:** STEVE KIRBY LARSON, as his separate estate  
**Grantee:** SANDRA LEE LARSON, as her separate estate

*Trustee: Land Title Ins Co*

**Legal Description:**

**P119456:** ACREAGE ACCOUNT, ACRES 1.59, (DK12 DR19) LOT 1 SHORT PLAT#PL00-0408 AF#200208010118 IN GOVERNMENT LOT 6. ALSO TOGETHER WITH VACATED ROAD AKA LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. THAT PORTION OF TRACTS "A" AND "F" OF SKAGIT BEACH DIVISION NO. 1 FILED IN VOL. 8 OF PLATS AT PAGE 71, RECORDS OF SKAGIT COUNTY, WASHINGTON, SIGNED 6/16/64, LYING NORTH OF CHANNEL DRIVE AS SHOWN UPON SKAGIT BEACH DIVISION NO. 6 FILED IN VOL. 14 OF PLATS AT PAGE 31, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID PLAT OF SKAGIT BEACH DIVISION NO. 6 WHICH POINT BEARS NORTH 79 DEGREES 30' 00" EAST, A DISTANCE OF 50.00 FEET FROM THE SOUTHEAST CORNER TO LOT 1 OF SAID SKAGIT BEACH DIVISION NO. 6, AND WHICH POINT LIES ON THE EASTERLY LINE OF CHANNEL DRIVE REFERRED TO AS TRACT "A" OF SKAGIT BEACH DIVISION NO. 5 FILED IN VOL. 10 OF PLATS AT PAGE 27, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 10 DEGREES 30' 00" WEST ALONG THE EASTERLY LINE OF SAID PLAT OF SKAGIT BEACH DIVISION NO. 6 AND CHANNEL DRIVE A DISTANCE OF 443.72 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE EASTERLY LINE OF TRACT "A" OF SAID SKAGIT BEACH DIVISION NO. 1; THENCE NORTH 31 DEGREES 59' 00" WEST ALONG THE EASTERLY LINE OF SAID PLAT OF SKAGIT BEACH DIVISION NO. 6, CHANNEL DRIVE AND TRACT "A" OF SAID SKAGIT BEACH DIVISION NO. 1 A DISTANCE OF 142.16 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 36 DEGREES 00' 00" AND WHICH POINT IS THE TRUE POINT OF BEGINNING OF THIS ROAD VACATION PROPERTY DESCRIPTION; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY LINE OF SAID PLAT OF SKAGIT BEACH DIVISION NO. 6 ON SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 36 DEGREES 00' 00", AN ARC LENGTH OF 94.25 FEET TO THE PT OF SAID CURVE; THENCE NORTH 67 DEGREES 59' 00" WEST ALONG SAID EASTERLY LINE OF SAID PLAT OF SKAGIT BEACH DIVISION NO. 6 A DISTANCE OF 42.88 FEET TO THE PC OF A CURVE TO THE RIGHT; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES; CONTINUING NORTHERLY ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 60 DEGREES 11' 49", AN ARC LENGTH OF 101.56 FEET TO THE PT OF SAID CURVE; THENCE NORTH 7 DEGREES 47' 11" WEST, A DISTANCE OF 155.71 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SAID TRACT "A" OF SKAGIT BEACH DIVISION NO. 1, WHICH POINT BEARS NORTH 31 DEGREES 59' 00" WEST A DISTANCE OF 361.32 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 31 DEGREES 59' 00" EAST ALONG THE EASTERLY LINE OF SAID TRACT "A" OF SKAGIT BEACH DIVISION NO. 1, A DISTANCE OF 361.32 FEET TO THE TRUE POINT OF BEGINNING OF THIS ROAD VACATION PROPERTY DESCRIPTION. PER RESOLUTION NUMBER R20020417 PER FINAL ORDER OF VACATION UNDER AF# 200212160250. ALSO TOGETHER WITH THAT PORTION OF TRACT "X" LYING SOUTHERLY OF THE NORTH LINE LOT 1 OF SKAGIT COUNTY SHORT PLAT NO. PL-00-0408 EXTENDED WEST TO CHANNEL DRIVE. "TRACT X": THAT PORTION OF UNOPENED CHANNEL DRIVE NO. 43830 VACATED BY ORDER VACATING COUNTY RIGHT-OF-WAY RECORDED DECEMBER 16, 2002 AS AUDITOR'S FILE NO.

ORIGINAL

200212160250 LYING WITHIN TRACT "A" OF "SKAGIT BEACH DIVISION NO. 1" AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 71 RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATE IN SKAGIT COUNTY, WASHINGTON, ALSO TOGETHER WITH THAT PORTION OF TRACT "F" OF "SKAGIT BEACH DIVISION NO. 1" AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 71, RECORDS OF SKAGIT COUNTY, WASHINGTON THAT IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" HERETO. "PARCEL F": THAT PORTION OF THE BELOW-DESCRIBED TRACT "A" LYING WITH TRACT "F" OF "SKAGIT BEACH DIVISION NO. 1". "TRACT X": THAT PORTION OF TRACTS "A" AND "F" OF "SKAGIT BEACH DIVISION NO. 1", FILED IN VOLUME 8 OF PLATS, AT PAGE 71, RECORDS OF SKAGIT COUNTY, WASHINGTON, SIGNED JUNE 16, 1964, LYING NORTH OF CHANNEL DRIVE AS SHOWN UPON "SKAGIT BEACH DIVISION NO. 6", FILED IN VOLUME 14 OF PLATS AT PAGE 31, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID PLAT OF "SKAGIT BEACH DIVISION NO. 6", WHICH POINT BEARS NORTH 79 DEGREES 30' 00" EAST, A DISTANCE OF 50.00 FEET FROM THE SOUTHEAST CORNER TO LOT 1 OF SAID "SKAGIT BEACH DIVISION NO. 6", AND WHICH POINT LIES ON THE EASTERLY LINE OF CHANNEL DRIVE REFERRED TO AS TRACT "A" OF "SKAGIT BEACH DIVISION NO. 5", FILED IN VOLUME 10 OF PLATS AT PAGE 27, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 10 DEGREES 30' 00" WEST ALONG THE EASTERLY LINE OF SAID PLAT OF "SKAGIT BEACH DIVISION NO. 6", AND CHANNEL DRIVE, A DISTANCE OF 443.72 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE EASTERLY LINE OF TRACT "A" OF SAID "SKAGIT BEACH DIVISION NO. 1"; THENCE NORTH 31 DEGREES 59' 00" WEST ALONG THE EASTERLY LINE OF SAID PLAT OF "SKAGIT BEACH DIVISION NO. 6" CHANNEL DRIVE AND TRACT "A" OF SKAGIT BEACH DIVISION NO. 1" A DISTANCE OF 142.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 36 DEGREES 00' 00" AND WHICH POINT IS THE TRUE POINT OF BEGINNING OF THIS ROAD VACATION PROPERTY DESCRIPTION; THENCE CONTINUING NORTHERLY ALONG SAID EASTERLY LINE OF SAID PLAT OF "SKAGIT BEACH DIVISION NO. 6" ON SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 36 DEGREES 00' 00", AN ARC LENGTH OF 94.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67 DEGREES 59' 00" WEST ALONG SAID EASTERLY LINE OF SAID PLAT OF "SKAGIT BEACH DIVISION NO. 6", A DISTANCE OF 42.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE FOLLOWING COURSES AND DISTANCES: CONTINUING NORTHERLY ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 60 DEGREES 11' 49", AN ARC LENGTH OF 101.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 7 DEGREES 47' 11" WEST, A DISTANCE OF 155.71 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SAID TRACT "A" OF "SKAGIT BEACH DIVISION NO. 1", WHICH POINT BEARS NORTH 31 DEGREES 59' 00" WEST, A DISTANCE OF 361.32 FEET FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 31 DEGREES 59' 00" EAST ALONG THE EASTERLY LINE OF SAID TRACT "A" OF "SKAGIT BEACH DIVISION NO. 1", A DISTANCE OF 361.32 FEET TO THE TRUE POINT OF BEGINNING.

P119945: ACREAGE ACCOUNT, ACRES 1.23, THAT PORTION OF LOT 4 OF SHORT PLAT#PL00-0408 AF#200208010118 DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF LOT 1 OF SAID SHORT PLAT; THENCE NORTH 82-12-49 EAST ALONG THE EASTERLY PROJECTION OF THE NORTH LINE OF SAID LOT 1, 97 FEET; THENCE SOUTH 7-47-11 EAST ALONG A LINE WHICH IS PARALLEL TO AND 97 FEET DISTANT FROM WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 1 AND THE SOUTHERLY PROJECTION THEREOF, 658.63 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF SAID LOT 4, WHICH POINT BEARS SOUTH 31-59 EAST, 236.66 FEET, MORE OR LESS, FROM THE SOUTHERLY CORNER OF SAID LOT 1; THENCE NORTH NORTH 1-59 WEST ALONG THE WESTERLY LINE OF SAID LOT 4, 236.66 FEET, MORE OR LESS, TO THE SOUTHERLY CORNER OF SAID LOT 1; THENCE NORTH 7-47-11 WEST ALONG THE EAST OF SAID LOT 1, 442.76 FEET TO THE POINT OF BEGINNING.

**Assessor's Property Tax**

Parcel or Account No: P119446 340213-0-005-0100

**Reference Nos of Documents**

Assigned or Released: N/A



200909300111

Skagit County Auditor

THIS DEED OF TRUST, made this 29 day of Sept, 2009, between STEVE KIRBY LARSON, as his separate estate, grantor, whose address is 14623 CHANNEL DRIVE, LaCONNER WA 98257, LAND TITLE INSURANCE COMPANY, a corporation, trustee, whose address is P.O. Box 1225, Mount Vernon, WA 98273, and SANDRA LEE LARSON, as her separate estate, beneficiary, whose address is 13427 N Green St, Anacortes WA. 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 **FOUR HUNDRED THOUSAND AND 00/100 (\$400,000.00) 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 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.

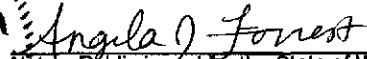
  
\_\_\_\_\_  
STEVE KIRBY LARSON

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF SKAGIT )

On this 29<sup>th</sup> day of September, 2009, personally appeared before me STEVE KIRBY LARSON, 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2009, and year above written.



  
\_\_\_\_\_  
Notary Public in and for the State of Washington.  
My commission expires: 10-21-2009.

**REQUEST FOR 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: \_\_\_\_\_

\_\_\_\_\_

