

When recorded return to:

Ed E. Gilden  
5206 Doon Way  
Anacortes, WA 98221



201003260100  
Skagit County Auditor

Filed for Record at Request of  
Land Title and Escrow  
Escrow Number: 135630-SE

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Grantor: Gary Kolrud and Debra Kolrud  
Beneficiary:

LAND TITLE OF SKAGIT COUNTY

135630-SE

**DEED OF TRUST**

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 19th day of March, 2010 between GARY KOLRUD and DEBRA KOLRUD, husband and wife, GRANTORS, whose address is 13602 Slice Street, Anacortes, WA 98221, Land Title and Escrow, TRUSTEE, whose address is P.O. Box 445, 111 East George Hopper Road, Burlington, WA 98233 and ED E. GILDEN, a single man, as his separate property BENEFICIARY, whose address is 5206 Doon Way, Anacortes, WA 98221.

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

Abbreviated Legal: A: Lots 36, 37, Ptn Lot 38, Blk 6, Similk Beach B: Lot 5, Blk 1, Madrona View.

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): 4001-006-038-0004, P69280, 4003-001-005-0002, P69302

which real property is not used principally for agricultural 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 of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantors herein contained in this Deed of Trust, and payment of the sum of TWO HUNDRED THOUSAND AND NO/100 Dollars (\$200,000.00) 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 of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of the Grantors' successors or assigns, together with interest thereon at the rate agreed upon.

**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on May 3, 2010.

To protect the security of this Deed of Trust, Grantors covenant and agree:

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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 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 Grantors. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust 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 Grantors 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.



Dated: March 19, 2010

Gary Kolrud  
Gary Kolrud

Debra Kolrud  
Debra Kolrud

State of Washington  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that **Gary Kolrud and Debra Kolrud** the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: March 26~~th~~ 2010

Karen Ashley  
Karen Ashley  
Notary Public in and for the State of Washington  
Residing at: Sedro-Woolley  
My appointment expires: 9/11/2010



**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 \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



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**Exhibit "A"**

**Schedule "A-I"**

**135630-SE**

**DESCRIPTION:**

**PARCEL "A":**

Lots 36, 37 and 38, Block 6, "SIMILK BEACH, SKAGIT CO., WASH.," as per plat recorded in Volume 4 of Plats, page 51, records of Skagit County, Washington,

EXCEPT that portion of Lot 38 lying Easterly of a line drawn from the Northwest corner of said Lot 38 to a point on the Southeasterly line of said Lot 38 which is 110 feet South 60°29' West from the most Easterly corner of said Lot.

Situate in the County of Skagit, State of Washington.

**PARCEL "B":**

Lot 5, Block 1, "MADRONA VIEW ADDITION TO SIMILK BEACH," as per plat recorded in Volume 5 of Plats, page 6, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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