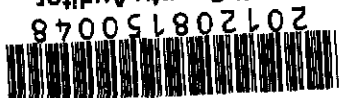


COVER SHEET

Return To:

Fairhaven Legal Associates, P.S.  
P.O. Box 526  
Burlington, Washington 98233



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Skagit County Auditor

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DOCUMENT TITLE(S)

Deed of Trust

REFERENCE NUMBERS(S)

GRANTOR(S)

1) Ruth K. Day

GRANTEE(S)

1) Barbara L. Day

LEGAL DESCRIPTION

Ptn NW 1/4 NW 1/4, 24-35-3 E. W.M.

ASSESSORS PARCEL / TAX ID NUMBER:

350324-0-005-0003 / P34732

Re-Record to include legal description

UNOFFICIAL TAX ID NUMBER

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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.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of One Hundred Thousand Dollars (\$100,000.00) 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.

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter therunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

Assessor's Tax Parcel Number: 350324-0-005-0003 / P34732

(See Attached Schedule "A-1")

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

THIS DEED OF TRUST, made this 25th day of July, 2012, between Ruth K. Day, Grantor, whose address is 17639 Allen Rd., Bow, WA 98232, Land Title of Skagit County, as Trustee, whose address is 111 East George Hopper Rd., P.O. Box 445, Burlington, WA 98233, and Barbara L. Day, Beneficiary whose address is 10515 Samish Island Rd., Bow, WA 98232,

**DEED OF TRUST**

Filed for Record at Request of:  
David L. Day, Attorney at Law  
P.O. Box 526  
Burlington WA 98233

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 aid, 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 thereof 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 Trustees 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



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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 its authorized agent 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: (1) to the expense of 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 deposited with the clerk of the superior court of the county in which the sale took place to be distributed in accordance with RCW 61.24.080.

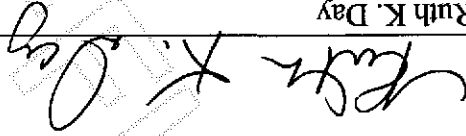
5) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed 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 purchasers and encumbrances 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 or disability or resignation of Trustee, Beneficiary shall appoint in writing 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.

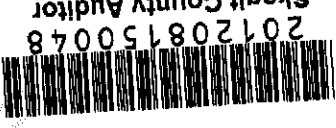
8) This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executor, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

DATED this 25th day of July, 2012.

  
\_\_\_\_\_  
Ruth K. Day



Skagit County Auditor



Skagit County Auditor

Ruth K. Day  
17639 Allen Rd.  
Bow, WA 98232

Mail reconveyance to:

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

DATED \_\_\_\_\_, 20

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 convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

TO: TRUSTEE.

**REQUEST FOR FULL RECONVEYANCE**



*Barbara J. Hanger*  
NOTARY PUBLIC for Washington.  
My Commission Expires: 12/1/15

GIVEN under my hand and official seal this 25th day of July, 2012.

On this day personally appeared before me Ruth K. Day, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )  
ss: )  
)

142875-OS

Schedule "A-1"  
DESCRIPTION:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 35 North, Range 3 East, W.M., lying Southerly of the Allen-West Road and Easterly of the Avon-Allen Road and Northerly of the South line of that certain tract conveyed to Bernard M. Foster and Florence Foster, husband and wife, by deed recorded March 30, 1979, under Auditor's File No. 7903300065, and said line extended Easterly and Westerly of the right-of-way of the Pacific Northwest Traction Company.

TOGETHER WITH conditional easements rights granted to Bernard M. Foster and Florence Foster, husband and wife, by instrument recorded March 30, 1979, under Auditor's File No. 7903300066, and assigned to Millray, Inc., by instrument recorded July 23, 1986, under Auditor's File No. 8607230083, and assigned to Warner by instrument recorded July 24, 1995, under Auditor's File No. 9507240122.

Situate in the County of Skagit, State of Washington.



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