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Skagit County Auditor

\$75.00

5/30/2013 Page

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3 2:30PM

DEED of TRUST

Whereas, on this 1st day of June, 2013 the following party:

Mary E. Kirkwood and Daniel Rue, a married couple herein called TRUSTOR and

Thomas R. and Alice J. Branton, a married couple herein called TRUSTEE, as well as:

Thomas R Branton and Alice J. Branton, Trustess, or their successors in trust, under the Thomas R. & Alice J. Branton Living Trust, dated July 18, 1997, and any amendments thereto.

Herein called BENEFICIARY: consent and agree to enter into the agreement set forth hereinafter. WINESSTH: . That Trustor GRANTS, BARGAINS, SELLS, and CONVEYS to TRUSTEE IN TRUST WITH POWER OF SALE, that property in Skagit County recording district known as 137255 Goodman Lane

AKA LOT 3 S/P#61-89 REC AF# 9005090045

P19261

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, the rents, issues, and profits thereof, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits. To have and to hold the same. with the appurtenances, unto Trustee. THIS DEED OF TRUST IS MADE FOR THE PURPOSE OF SECURING the performance of a promissory note of even date, therewith, in the Principal sum of \$200,000.00 (two hundred thousand dollars) payable to Beneficiary or order.

1. to protect the security of this DEED OF TRUST, Trustor agrees:

- a) To provide, maintain, and deliver to Beneficiary fire insurance with extended coverage, satisfactory to and with loss payable to Beneficiary in the amount not less than \$200,000.00. The amount collected under fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and the remaining amount, if any, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant thereto.
- b) To pay all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at 3.75 per cent annum.

- c) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, or Trustee; and in any mandatory suite brought to foreclose this Deed, to pay costs and fees awarded.
- d) To pay, at least ten days before delinquency: all taxes and assessments affecting said property: when Due: all encumbrances, charges and liens, with interest, which appear to be prior or superior hereto, or which substantially impair this security.
- e) To keep said property in a condition and repair sufficient to secure the amounts due or which could become due under the terms of this agreement; and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon: not to commit or permit waste thereof; to cultivate, irrigate, fertilize, fumigate, prune, and do all other specific enumerations herein not excluding the general over-all maintenance and care of said property.
- t) Should Trustor fail to make any payment or to do any substantial act as herein provided, then Beneficiary or Trustee may make or do the same in such manner and to such extent as necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof; pay, purchase, contest, or compromise any encumbrance, charge or lien which is superior hereto or which substantially impairs this security; and, in exercising any such powers, incur reasonable expense.

2. It is mutually agreed that:

- a) By accepting any payments secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay amounts thereafter due.
- b) At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey all or any part of said property; consent to the making of any map or plat thereof; or join in any extension agreement of any agreement subordinating the lien or change hereof
- c) Upon timely request of Trustor stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the trustfulness thereof The grantee in such reconveyance may be described as «the person(s) lawfully entitled thereto."
- d) Upon Trustor's default by failure to make payment of any indebtedness secured hereby, all sums secured hereby shall become due and payable as determined by Washington State Law. In the event of default Beneficiary may execute or cause the Trustee to execute a written notice of such obligation hereof; and shall cause such notice to be recorded in the office of the recorder of

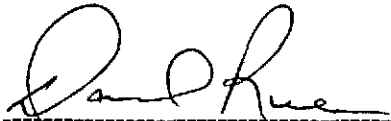


each recording district wherein said real property or some part thereof is situated. The aforesaid sale shall be conducted according to the law of the State of Washington regarding non-judicial person, including Trustor, Trustee, or Beneficiary may purchase at such sale. The proceeds of such sale will be distributed by the Trustee according to applicable Washington State law and his lawful discretion thereunder.

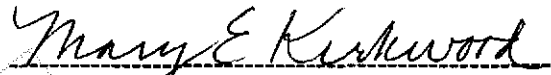
e) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledge, of the note secured hereby, whether or not named as a beneficiary herein, or if the note has been pledged, the pledge thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and or neuter, and singular number includes the plural.

f) Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. 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 Trustor, Beneficiary or Trustor shall be a party unless brought by Trustee.

g) Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

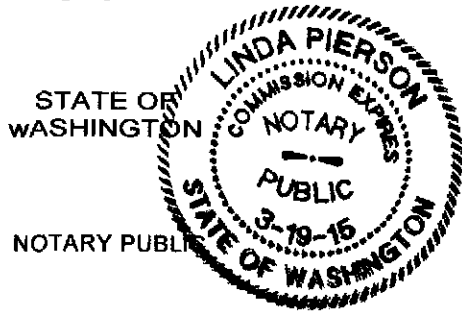



Daniel Rue Trustor



Mary E. Kirkwood Trustor

I certify that Daniel Rue and Mary E. Kirkwood known to me as the Trustors in the foregoing document, personally appeared before me on this 28 day of May 2013, and signed the Deed of Trust for the purpose and reasons stated and set forth therein.




Linda Pierson
Notary Public of State of Washington
My commission expires ~ 03/19/2015

Recorded in

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