UNOFFICIAL DOCUMENT

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Skagit County Auditor
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Name Social and Health Services Credit Union
Address 1018 East Union St. PO BOX 408
City, State, Zip Olympia WA 98507

Deed of Trust

FIRST AMERICAN TITLE CO.
87105

Reference # (If applicable): 3330700-1
Grantor(s): (2) Gary M. Clark and Dawn P. Clark, husband and wife Addl. Pg. 2
Grantee(s): (1) Social and Health Services Credit Union Addl. Pg. 1
Legal Description (abbreviated): Lot 23, "PARK RIDGE DIVISION NO. I" Addl. Legal(s) on pg 1
Assessor's tax Parcel ID# 104205

THIS DEED OF TRUST, made 1/9/2006 between Gary M. Clark and Dawn P. Clark, husband and wife, GRANTOR, whose address is 3904 E. Broadway, Mount Vernon WA 98274, And First American Title Company of Skagit County TRUSTEE, whose address is PO Box 1667, Mount Vernon, WA 98273 and SOCIAL & HEALTH SERVICES CREDIT UNION, BENEFICIARY, whose address is PO BOX 408, OLYMPIA WA 98507.

~~WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of~~ sale, the following described real property in Skagit County, Washington:
~~Lot 23, "PARK RIDGE DIVISION NO. I", as per plat recorded in Volume 15 of Plats, pages 112 and 113, in the~~ records of Skagit County, State of Washington.

Which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now and 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 THIRTY THOUSAND AND NO/100 Dollars ($30,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, 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 and 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~~.

Initials: _____

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 building now and 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 the 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 proceedings purporting to affect the security hereof or the rights or powers of the Beneficiary of Trustee, and to put all costs and expenses, including costs 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 the 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 statutes.

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 the 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 the 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 and 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 sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the ~~obligation secured by the 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 has 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 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 conclusive evidence thereof in favor of bona fide~~ purchaser 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, disability or resignation of the Trustee, Beneficiary may appoint in the mortgage records of the county in which this Deed of Trust is recorded, and 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 of Beneficiary shall be a party unless such action or proceeding is brought by the trustee.

8. This Deed of Trust applies to, insures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devises, 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~~.

Dawn P Clark
Dawn P. Clark

Gary M Clark
Gary M. Clark

~~STATE OF WASHINGTON~~ }
COUNTY OF Skagit

~~I Certify that I know or have satisfactory evidence that~~ Dawn P. Clark and Gary M. Clark
is the person (s) who appeared before me, and said person (s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

~~Notary Signature and Date~~ 1/9/06
Commission Expires 6/29/08
~~Residing In~~ Skagit County

JOHN B. HOWE
COMM. EXP.
NOTARY
(Seal or Stamp)
PUBLIC
JUNE 29 2008
STATE OF WASHINGTON

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