

Name Snohomish County Private Industry Council

Address: 728-134<sup>th</sup> St. SW, A-211

City, State, Zip Everett, WA 98204

LAND TITLE COMPANY OF SKAGIT COUNTY

Deed of Trust

Re-recording of Deed of Trust  
# 199910180145, to correct  
legal

Microloan #1084

Reference # (if applicable): P-91123-S

Grantor(s): (1) Catherine C. Yacchetta (2) Wayne Keith Covert Addl. Pg. \_\_\_\_\_

Grantee(s): (1) Snohomish County Private Industry Council (2) \_\_\_\_\_ Addl. Pg. \_\_\_\_\_

Legal Description (abbreviated): portion Gov. Lot 2, 12-35-10 E.W.M.

Additional legal(s) on page \_\_\_\_\_

Assessor's Tax Parcel ID# P45112

THIS DEED OF TRUST, made this 27<sup>TH</sup> day of September 19 99 between \_\_\_\_\_

Catherine C. Yacchetta and Keith Wayne Covert, in indeterminate undivided interests as their separate property, GRANTOR, whose address is 59516 SR 20, Marblemount, WA 98267,

LAND TITLE COMPANY OF SKAGIT COUNTY, a Washington corporation, TRUSTEE, whose address is 111 East George Hopper Rd., Burlington, WA 98233

and Snohomish County Private Industry Council BENEFICIARY

whose address is 728-134<sup>th</sup> St. SW, A-211

Everett, WA 98204

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

That portion of the East 371 feet of Government Lot 2 in Section 12, Township 35 North, Range 10 East, W.M., lying South of Highway 17.

Situate in the County of Skagit, State of 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 --Fifteen Thousand and 00/00-- Dollars (\$15,000.00) 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.

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

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 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 or Trustee, and to put 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 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 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. If all or any part of the property or an interest therein is sold or transferred by Grantor without the Beneficiary's prior written consent, excluding a) the creation of a lien or encumbrance subordinate to the Deed of Trust; b) the creation of a purchase money security interest on household appliances; c) a transfer by devise, decedent, or by operation of law upon the death of a joint tenant, or d) the grant of any leasehold interest of three years or less not containing an option to purchase, Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Deed of Trust to be immediately due and payable.

5. 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 expenses 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.

6. 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 conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

7. 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.

8. In the event of the death, incapacity, disability or resignation of the Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording or such appointment in the mortgage records of the county in which the 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.

9. This Deed of Trust applies to, insures 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.

*Catherine Yacchetta* x *Keith W. Covert*  
*off. C. C. Covert*

STATE OF WASHINGTON  
COUNTY OF Snohomish }  
I certify that I know or have satisfactory evidence that  
CATHERINE YACCHETTA  
KEITH COVERT  
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.

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_ }  
I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was (were) authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

OFFICIAL SEAL  
BEVERLY A. WALKER  
Notary Public - State of Washington  
My Commission Expires 10-26-01  
9-27-99  
*Beverly A. Walker*  
OFFICE MAR  
10-26-01  
My appointment expires

\_\_\_\_\_  
Dated  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
My appointment expires

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: \_\_\_\_\_, 19\_\_\_\_  
199910280058  
Kathy Hill, Skagit County Auditor  
10/28/1999 Page 2 of 2 11:56:12AM

199910180145  
Kathy Hill, Skagit County Auditor  
10/18/1999 Page 2 of 2 4:06:45PM