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			- 47					

Name Philip Cook

200207310214

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4:04PM

Address 3308 West Crockett St.

City, State, Zip Seattle 98199

Filed for Record at Request of:

Island Title Co

Grantor(s) ___ Grantee(s)

Trustee

ACCOMMODATION RECORDING

DEED OF TRUST

(For use in the state of Washington only)

Abbreviated Legal:			
Additional Legal on page:		x	
Assessor's tax parcel/Account Nos:	<i>57523/∕</i> △		
THIS DEED OF TRUST, made this	day of <u>Au</u>	gust	, 2002 , between
Abby Ann Ferguson	de Drive Bi	llings.MT '	GRANTOR(S),
Island Title Company whose street address is 3110 Commer			, TRUSTEE,
whose street address is 3110 Commex	cial Anacort	es, WA 98221	, and
Abby Ann Ferguson and F whose street address is	HITTIP SHEHET	Tally COOK II.	L •• , BENEFICIARY,
described real property in Skagit			
Tract 8, HILLCREST TERR the plat recorded in Volume which real property is not used principally for appurtenances now or hereafter belonging or in a seven hundred Fifty and This Deed of Trust is for the purpose of securi Trust, and payment of the sum of Thirty with interest, in accordance with the terms of a made by Grantor(s), and all renewals, modificated advanced or loaned by Beneficiary to Grantor(thereon at the rate agreed upon.*** CO-per Edward S. Martyr.	ACE ADDITION 1. 7, pages 8 agricultural purposes, to the service of the service	TO ANACORTES 1 and 82, recogether with all the tend the rents, issues, and proceedings. 2 County agreement of Grantor(s) date herewith, payable of the note, and also sucor(s)' successors or ass	cords of Skagit ements, hereditaments, and rofits of the property. Washington. contained in this Deed of 38,750.00 to Beneficiary or order, and ch further sums as may be igns, together with interest
			Page 1 of §

DUE DATE: The entire balance of the promissory note sec accrued thereon, shall be due and payable in full on	cured by this Deed of Trust, together with any and all interest
To protect the security of this Deed of Trust, Grantor(s) cover	ant(s) and agree(s):
or improvement being built or about to be built on the proper	nit no waste of the property; to complete any building, structure, ty; to restore promptly any building, structure, or improvement to comply with all laws, ordinances, regulations, covenants,
2. To pay before delinquent all lawful taxes and assessment other charges, liens, or encumbrances impairing the security of	ts upon the property; to keep the property free and clear of all f this Deed of Trust.
an amount not less than the total debt secured by this Deed o such companies as the Beneficiary may approve and have loss then to the Grantor(s). The amount collected under any insu this Deed of Trust in such order as the Beneficiary shall de	erty continuously insured against loss by fire or other hazards in f Trust. All policies shall be held by the Beneficiary, and be in s payable first to the Beneficiary, as its interest may appear, and rance policy may be applied upon any indebtedness secured by etermine. Such application by the Beneficiary shall not cause frust. In the event of foreclosure, all rights of the Grantor(s) in he foreclosure sale.
	the security hereof or the rights or powers of Beneficiary or title search and attorney's fees in a reasonable amount, in any fary to foreclose this Deed of Trust.
	s Deed of Trust, including the expenses of the Trustee incurred I Trustee's and attorney's fees actually incurred, as provided by
	ents, insurance premiums, liens, encumbrances, or other charges amount so paid, with interest at the rate set forth in the note part of the debt secured in this Deed of Trust.
this security instrument may not be sold or transferred	nitialed by Grantor and Beneficiary) The property described in without the Beneficiary's consent. Upon breach of this the note and Deed of Trust immediately due and payable,
unless prohibited by applicable law.	
Grantor (Initials)	Beneficiary (Initials)
V	

IT IS MUTUALLY AGREED THAT:

- 8. 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
- 9. By accepting payment of any sum secured by this Deed of Trust 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.
- 10. 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(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

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- 11. Upon default by Grantor(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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 this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 purchaser and encumbrancers for value.
- 13. 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.
- 14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which 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 an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/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.

16.	ADDI	TIONAL 7	FERMS AND CONDIT	ΓΙΟΝS	S: (che	ck one)	ı		
	a.	()	NONE				State of the state		
	OR					7			
	b.	%	As set forth on the atta	ached	"Exhibi	t A" wh	rich is incorp	porated by the	is reference.
		·	(Note: If neither a nor	b is c	hecked,	then op	otion "a" app	olies)	
Dated:	U An	√ ÛV n Ferg	U JV4150	U_					
STATE O	F1	Washin	gton))-ss					
COUNTY	OF	Skagit)					
I certify the	at I know	or have sati	sfactory evidence that	•	Abby	Ann	Fergus	on	- 14 <u>4</u>

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acknowledged it to be (his/her/their) free and voluntary a	ect for the uses and purposes mentioned in this instrument.
Dated: 23/-02	Notary Public in and for the state of wash.
MARY MANOR	Notary Public in and for the state of Wash.
OMMISS/OF OF	Residing at Concentry
STAR PURES FOR FULL RECONVEYA	My appointment expires: $10-28-0$
A FOR FULL RECONVEYA	NCE - Do not record. To be used only when note has been paid.
TO: TRUSTEE ROS 28 2005	
directed, on payment to you of any sums owing to you other evidences of indebtedness secured by said Deed	note and all other indebtedness secured by the within Deed of Trust. Said note eed of Trust, has been fully paid and satisfied; and you are hereby requested and under the terms of said Deed of Trust, to cancel said note above mentioned, and all of Trust delivered to you herewith, together with the said Deed of Trust, and to the terms of said Deed of Trust, all the estate now held by you thereunder.
Dated:	

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and

Island Title Company has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

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EXHIBIT "A"

This property may not be sold or transferred without Beneficiary's consent. upon breach of this provision, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable, unless prohibited by applicable law.

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