

When recorded return to:

Carol A. Dahl  
9399 Chuckanut Dr  
Burlington WA 98233



201406170012

Skagit County Auditor  
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**DEED OF TRUST**

*(For use in the State of Washington only)*

107754-2

**GUARDIAN NORTHWEST TITLE CO.**

THIS DEED OF TRUST, made this 17<sup>th</sup> day of June, 2014, between **William R. Howard and Kali J. Howard, a married couple**, as GRANTOR(S), whose address is 9403 Chuckanut Drive, Burlington, WA 98233; and **First American Title Insurance Company**, as TRUSTEE, whose address is 1301-B Riverside Drive, Mount Vernon, WA 98273; and **Carol A. Dahl, as her separate property**, as BENEFICIARY, whose address is 9399 Chuckanut Drive, Burlington, WA 98233;

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

Part of Tract Thirteen (13), "L.W.L. Co.'s Samish River Acreage Plat No. 1", according to the recorded plat thereof in the office of the Auditor of Skagit County, Washington, in Volume 3 of Plats, page 69, described as follows:

Beginning at a point on the East line of said Tract 13, 300 feet North of its Southeast corner; thence Southwesterly in a straight line, which if extended would intersect the South line of said Tract 13 at a point 300 feet West of its Southeast corner, to the Easterly line of the state highway; thence Northwesterly along said highway to a point that is 437 feet Northwesterly, measured at right angles, from the first described line which is the true point of beginning of this description; (said point also being the intersection of the Northeasterly line of said state highway and the Northwesterly line of that certain tract conveyed to Milton Bjorgan and Constance Bjorgan, husband and wife, by deed dated December 6, 1948, and recorded under Auditor's File No. 425783, records of said County), thence Northwesterly along the said highway, 106 feet; thence Northeasterly in a straight line parallel with the Northwesterly line of said Bjorgan tract to the East line of said Tract 13; thence South along the East line of said Tract 13 to the Northwesterly line of said Bjorgan tract; thence Southwesterly along the Northwesterly line of said Bjorgan tract to the point of beginning.

Beginning at a point on the East line of said Tract 13, 300 feet North of its Southeast corner; thence Southwesterly in a straight line, which if extended would intersect the South line of said tract at a point 300 feet West of its Southeast corner, to the Easterly line of the State Highway; thence Northwesterly along said highway to a point that is 237 feet Northwesterly, measured at right angles, from the first described line which is the true point of beginning of this description; thence from said point of beginning run Northwesterly along said highway line 200 feet; thence Northeasterly parallel with the first described line to the East line of said Tract 13; thence South to a point that is 237 feet Northwesterly, measured at right angles from the first described line, if said line were produced Easterly; thence Southwesterly in a straight line to the point of beginning. EXCEPT the East 6 feet thereof.

Tax Parcel Number(s): Parcel No.: **P68645, 3989-001-013-0606**  
Property Address: **9403 Chuckanut Drive, Burlington, WA 98233**

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 of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of **Two Hundred Forty Five Thousand and no/100 Dollars (\$245,500.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on June 1<sup>st</sup>, 2019, five years from date.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

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.
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(s). 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(s) 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(s) 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 this Deed of Trust.
7. **DUE ON SALE:** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums



due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. 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.
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(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.
4. 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 hereby 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.
5. 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.
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 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.
8. 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.



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9. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ( ) None

b. (X) Beneficiary, Carol A. Dahl, and/or her husband Gordon Dahl, have the right to reside in the mobile home, and use the curtilage thereof, located on the property and permitted under Special Use Permit dated April 28, 2014 and recorded April 29, 2014 under Skagit County Auditor's File No. 201404290072, during the pendency of this Deed of Trust, without payment of rent. The mobile home is the property of Carol and Gordon Dahl. The Dahls shall pay their own utilities, maintain a policy of homeowners liability insurance, and pay the real property taxes on the mobile home or any replacement thereof while they so reside. The Dahls' ingress, egress, parking, and utilities access shall be unimpeded. Upon full satisfaction of this deed of trust and the promissory note secured hereby, the Dahls shall remove the mobile home from the premises within 90 days of written request by the Grantor.

William R. Howard  
William R. Howard

Kali J. Howard  
Kali J. Howard

STATE OF WASHINGTON  
COUNTY OF SKAGIT

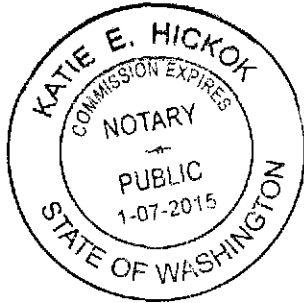
ss.

I certify that I know or have satisfactory evidence that William R. Howard and Kali J. Howard (is/are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: June 17, 2014

Katie E. Hickok

Notary name printed or typed:  
Notary Public in and for the State of WA  
Residing at Mt Vernon  
My appointment expires: 1-7-15



201406170012

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: \_\_\_\_\_  
\_\_\_\_\_



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