

When recorded return to:

Allen D. Brown And Gwen Brown
11085 View Ridge Drive
Burlington, WA 98233

Filed for Record at Request of
Land Title & Escrow
Escrow Number: 155313-OAE ✓



201607080022

Skagit County Auditor

\$77.00

7/8/2016 Page

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4 9:08AM

Grantor: Derek D. Holmes and Dana L. Holmes

Grantee: Allen D. Brown and Gwen Brown

Abbreviated Legal: Ptn W ½ of NW ¼, 33-35-5 E WM aka Tract 12, Steelhead Bend (Panorama Plateau)

Tax Parcel Number(s): P40544/350533-0-001-0400

Land Title and Escrow

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 6th day of July, 2016 between Derek D. Holmes and Dana L. Holmes, husband and wife, GRANTORS, whose address is 1336 Cascadia Drive, Sedro Woolley, WA 98284, Land Title & Escrow, TRUSTEE, whose address is 3010 Commercial Avenue, Anacortes, WA 98221 and Allen D. Brown and Gwen Brown, husband and wife, BENEFICIARY, whose address is 11085 View Ridge Drive, Burlington, WA 98233.

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

For Full Legal See Attached Exhibit "A"

which real property is not used principally for agricultural 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 of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantors herein contained in this Deed of Trust, and payment of the sum of **SIXTY EIGHT THOUSAND AND NO/100 Dollars (\$68,000.00)** 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 of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of the Grantors' successors or assigns, together with interest thereon at the rate 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 **July 8, 2017**.

To protect the security of this Deed of Trust, Grantors covenant and agree:

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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 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 Grantors. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust 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 Grantors 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 by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. DUE ON SALE: **(OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary)** 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.

DH
Grantor (Initials)

CB JS
Beneficiary (Initials)

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 Grantors and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantors 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 Grantors had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantors 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 encumbrances 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 Grantors, 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. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☒ NONE

OR

b. ☐ As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies)

Dated: July 6, 2016

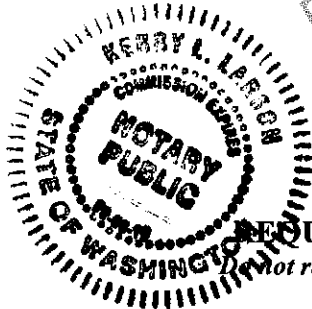
Derek D. Holmes
Derek D. Holmes

Dana L. Holmes
Dana L. Holmes

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that **Derek D. Holmes and Dana L. Holmes** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 7, 2016



Kerry L. Larson
Shelley Minor Kerry L. Larson
Notary Public in and for the State of Washington
Residing at: Mount Vernon
My appointment expires: 5/15/2019 8-06-2019

REQUEST FOR FULL RECONVEYANCE

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 _____, _____

Exhibit "A"

PARCEL "A":

Tract 12 of unrecorded plat of Steelhead Bend (Panorama Plateau), more fully described as follows:

That portion of the Northwest $\frac{1}{4}$ of Section 33, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the Southwest corner of said Northwest $\frac{1}{4}$;

thence North $0^{\circ}47'30''$ West, along the West line of said Northwest $\frac{1}{4}$, a distance of 910.00 feet to the point of beginning;

thence continuing North $0^{\circ}47'30''$ West 220.00 feet;

thence North $89^{\circ}25'29''$ East, parallel to the South line of said Northwest $\frac{1}{4}$, a distance of 990.00 feet;

thence South $0^{\circ}47'30''$ East, parallel to the West line of said Northwest $\frac{1}{4}$, a distance of 220.00 feet;

thence South $89^{\circ}25'29''$ West, parallel to the South line of said Northwest $\frac{1}{4}$, a distance of 990.00 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

A non-exclusive easement 100 feet in width for ingress, egress and utilities over and across Section 33, Township 35 North, Range 5 East, W.M., the centerline of which is described as follows:

Beginning at the East $\frac{1}{4}$ corner of said Section 33;

thence South $89^{\circ}25'29''$ West, along the East-West centerline of said Section 33, a distance of 1,000.00 feet;

thence South $3^{\circ}00'16''$ West, 505 feet, more or less, to a point on the North line of the County road known as the Old Day Creek Road, said point also being the point of beginning of herein described centerline;

thence North $3^{\circ}00'16''$ East 505 feet, more or less, to the East-West centerline of said Section 33;

thence continuing North $3^{\circ}00'16''$ East 250.43 feet;

thence South $89^{\circ}25'29''$ West, parallel to the East-West centerline of Section 33, a distance of 420.00 feet;

thence North $0^{\circ}33'37''$ East 410.00 feet;

thence South $89^{\circ}25'29''$ West, parallel to said East-West centerline of Section 33, a distance of 2,850 feet to the terminus of herein described centerline.

ALSO, a non-exclusive easement for ingress, egress and utilities over and across the South 60 feet of Tract 22 of unrecorded plat of Steelhead Bend, more particularly described as follows:

Beginning at the Southwest corner of the Northwest $\frac{1}{4}$ of said Section 33;

thence North $0^{\circ}47'30''$ West along the West line of said subdivision a distance of 250 feet;

thence North $89^{\circ}25'29''$ East, parallel to the South line of said subdivision, a distance of 990 feet;

thence North $0^{\circ}47'30''$ West, parallel to the West line of said subdivision, a distance of 469.88 feet to the true point of beginning;

thence South $0^{\circ}47'30''$ East a distance of 60 feet;

thence North $89^{\circ}25'29''$ East, parallel to the South line of said Northwest $\frac{1}{4}$, a distance of 390.30 feet;

thence North $0^{\circ}33'37''$ East to a point which is North $89^{\circ}25'29''$ East from the true point of beginning;

thence South $89^{\circ}25'29''$ West to the aforementioned true point of beginning. EXCEPTING from said South 60 feet of Tract 22, any portion thereof lying within the above described 100 foot strip of land.

ALSO, a non-exclusive easement for ingress, egress and utilities over, under and upon a tract of land 60 feet in width lying 30 feet on each side of the following described centerline, described as follows:

Beginning at the West $\frac{1}{4}$ corner of said Section 33;

thence North $89^{\circ}55'08''$ East along the East-West centerline of said Section 33, a distance of 990.00 feet;

thence North $0^{\circ}18'51''$ West parallel with the West line of the Northwest $\frac{1}{4}$ of said Section 33, a distance of 660.00 feet to the true point of beginning;

thence continue North $0^{\circ}18'51''$ West a distance of 550.64 feet;

thence North $53^{\circ}25'$ West, a distance of 601.81 feet to the terminus of said described line.

EXCEPTING from said 60 foot strip that portion lying within the boundaries of the above described South 60 feet of Tract 22 and within the boundaries of said above described Tracts 12, 13 and 14 of unrecorded plat of Steelhead Bend.

Situate in the County of Skagit, State of Washington.