



201705010173

Skagit County Auditor

\$80.00

5/1/2017 Page

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7 11:37AM

When recorded return to:
Larry Tenbrink
19841 E. Hickox Road,
Mount Vernon, WA 98274

Land Title and Escrow

01-162315-0E DEED OF TRUST

(For use in the State of Washington only)

This Deed of Trust is now and at all times junior and subordinate to that certain Deed of Trust

Dated April 28th, 2017

Recorded under Auditor's File No. 201705010172

In favor of: Kenneth G. Heidt and Janice S. Heidt, husband and wife

In the sum of: \$260,000.00

P 64400

Lot 10 Cheastys Big Lake Tracts

THIS DEED OF TRUST, made this 28th day of , April, 2017 between

ALLIANCE CONSTRUCTION, LLC,

as GRANTOR(S),
whose address is
P.O. Box 1845
Mount Vernon, WA 98274

and

Land Title & Escrow of Skagit & Island County

as TRUSTEE,
whose address is
111 E George Hopper Rd.
Burlington, WA 98233

and

Larry Tenbrink and Mary L. Tenbrink , husband and wife

as BENEFICIARY,
whose address is
19841 E. Hickox Road
Mount Vernon, WA 98274

UNRECORDED DOCUMENT

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 FIFTY THOUSAND and NO/100. (\$50,000.00)

Dollars (FIFTY THOUSAND and NO/100) without 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 (0.0%) accrued thereon, shall be due and payable in full on _____ April, 28th, 2017 _____.

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:** (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.

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.
9. ADDITIONAL TERMS AND CONDITIONS: (check one)
- a. None
- b. As set forth on the attached Exhibit which is incorporated by this reference.

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

Ally Jaym

Alliance Construction, LLC

STATE OF *Washington*
 COUNTY OF *Snohomish*

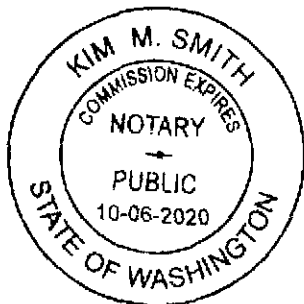
ss.

I certify that I know or have satisfactory evidence that is/are 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 this instrument.

Dated: *April 28, 2017*

Kim M. Smith

Notary name printed or typed: *Kim M. Smith*
 Notary Public in and for the State of *WASHINGTON*
 Residing at *MOUNT VERNON*
 My appointment expires: *10-6-2020*



UNOFFICIAL DOCUMENT

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: _____

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:

Abbreviated Legal:
Lot 10, Cheasty's Big Lake Tracts

Tax Parcel Number(s): 3882-000-010-0005, P64400

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.

Schedule "A-1"

01-162315-OE

DESCRIPTION:

Lot 10, "PLAT OF CHEASTYS BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 4 of Plats, page 49, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.