


When recorded return to:
Jack V. Tingley
901 1st St
Arlington, WA 98223


201812040035
12/04/2018 11:37 AM Pages: 1 of 9 Fees: \$108.00
Skiagit County Auditor

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

3002 Colby Ave., Suite 200
Everett, WA 98201

Escrow No.: 500076101

CHICAGO TITLE
500076101

DOCUMENT TITLE(S)

Deed of Trust

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: _____

Additional reference numbers on page _____ of document

GRANTOR(S)

Iglesia De Jesucristo Templo Filadelfia, Inc.

Additional names on page _____ of document

GRANTEE(S)

Jack V. Tingley, Linda N. Tingley, Melvin R. Tingley, Tina M. Tingley Beam and Timothy J. Tingley

Additional names on page _____ of document

TRUSTEE

Chicago Title Insurance Company

ABBREVIATED LEGAL DESCRIPTION

Lot(s): 15, 16 and 30 ft. ptn. MOORE'S GARDEN PLAT

Complete legal description is on page 2 of document

TAX PARCEL NUMBER(S)

P67550 / 3958-000-015-0009, P67551 / 3958-000-016-0008 and P67588 / 3958-000-099-1105

Additional Tax Accounts are on page _____ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

DEED OF TRUST

THIS DEED OF TRUST made this 1st day of December 2018, between IGLESIA DE JESUCRISTO TEMPLO FILADELFIA, INC, a Washington corporation, hereinafter ("GRANTOR"), whose address is 18011 State Route 536 Mount Vernon, WA 98273 and CHICAGO TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 3002 Colby Ave, Ste 200 Everett WA 98201 and Jack V. Tingley (25% interest), Linda N. Tingley Darrah (25% interest), Melvin R. Tingley (25% interest), Tina M. Tingley Beam (12.5% interest), and Timothy J. Tingley (12.5% interest) (hereinafter "BENEFICIARY"), whose address is: 10320 HWY. 530 NE, ARLINGTON, WA 98223;

WITNESSETH:

GRANTOR hereby bargains, sells and conveys to TRUSTEE in Trust, with power of sale, the following described real property in SKAGIT County, Washington:

INSERT LEGAL DESCRIPTION

DESCRIPTION

Parcel A: Lots 15 and 16, "MOORE'S Garden Plat", according to the plat recorded in Volume 7 of Plats, page 10, records of Skagit County, Washington.

Parcel B: That portion of the following described tract of land lying northwesterly of the plat of "Moore's Garden Plat", according to the plat recorded in Volume 7 of plats, page 10, records of Skagit County, Washington, and southwesterly of the northeasterly line of Lot 15 of said plat, extended northwesterly; that position of Lot 1 and the Northeast Quarter of the Northwest Quarter of Section 19 and Lots 4 and 5 of Section 18, all in Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 828.3 feet South of the Northwest corner of Section 19; running thence South along the Westerly line of said Section 19, 289.7 feet; thence North 54° 08' East 2190 feet, more or less, to the Skagit River; thence westerly along the said Skagit River 418.2 feet, more or less, to the most easterly corner of a track known as the Peter McKinnon Tract; thence Southwesterly along the Southeasterly line of said McKinnon Tract to the point of beginning.

0009
Tax Parcel numbers: P67550/3958-000-015-009, P67551/3958-000-016-0008, and P67588/3958-000-099-1105.

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 way appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing payment of an even date promissory note, together with all provisions thereof, securing the performance in the sum of ONE HUNDRED FORTY FOUR THOUSAND DOLLARS (\$144,000), together with such other sums as may be advanced in the future, 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 thereof at such rate as shall be agreed upon.

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

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. 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 or any proceedings to foreclose this Deed of Trust. In the event of a 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 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, if 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 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 this 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.

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 the 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 other person entitled thereto.

4. 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 expense of the sale, including a

reasonable TRUSTEE'S fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled hereto.

5. 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 compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

6. If all or any part of the real property securing the performance of this note is sold or transferred without the prior written consent of the holder, the holder may, at his option, require immediate payment in full of all sums due under the terms of the note secured by this Deed of Trust. Upon exercising this option, holder shall give notice of acceleration, which notice shall provide for a period of not less than 30 days from the date the notice is delivered or mailed within which the grantors must pay all sums due under the terms of the note as secured by this Deed of Trust.

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 TRUSTEE, BENEFICIARY shall 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 any action or proceeding in which GRANTOR, TRUSTEE or BENEFICIARY shall be party unless such action or proceeding is brought by the TRUSTEE.

9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors, and assigns. The term "beneficiary" shall mean the holder and owner of the note secured hereby, whether or not named as beneficiary herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

IGLESIA DE JESUCRISTO TEMPLO FILADELFIA, INC, a Washington corporation
STATE OF WASHINGTON)

By:

Pablo Merino Alcaraz
Pablo Merino, Director

Hector Merino Alvarez
Hector Merino, Director

Angel Ramirez
Angel Ramirez, Director

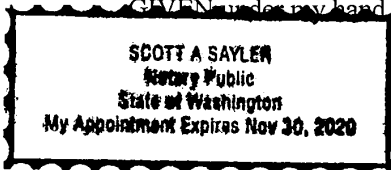
Luis Garcia
Luis Garcia, Director

Eleuterio Florentino Reyes
Eleuterio Florentino Reyes, Director

State of Washington _____) SS.
COUNTY OF Skagit)

This record was acknowledged before me on December 1, 2018 by
Pablo Merino Alvarez as Director of IGLESIA DE JESUCRISTO
TEMPLO FILADELFIA, INC, a Washington corporation

GIVEN under my hand and official seal this 1 day of Dec, 2018.



Scott A. Sayler
NOTARY PUBLIC in and for the State of
Washington, residing at Everett
My commission expires: 11/30/20

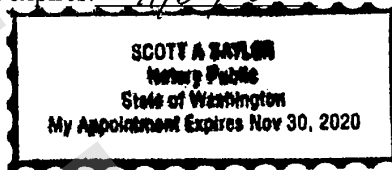
State of Washington _____) SS.
COUNTY OF Skagit)

This record was acknowledged before me on 12-1-18 by Hector Merino Alvarez as Director of IGLESIA DE JESUCRISTO TEMPLO FILADELFIA, INC, a Washington corporation

GIVEN under my hand and official seal this 1 day of Dec., 2018.

Scott A. Saylor

NOTARY PUBLIC in and for the State of Washington, residing at Everett
My commission expires: 11/30/20



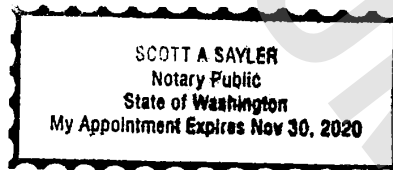
State of Washington _____) SS.
COUNTY OF Skagit)

This record was acknowledged before me on 12-1-18 by Angel Ramirez as Director of IGLESIA DE JESUCRISTO TEMPLO FILADELFIA, INC, a Washington corporation

GIVEN under my hand and official seal this 1 day of Dec., 2018.

Scott A. Saylor

NOTARY PUBLIC in and for the State of Washington, residing at Everett
My commission expires: 11/30/20



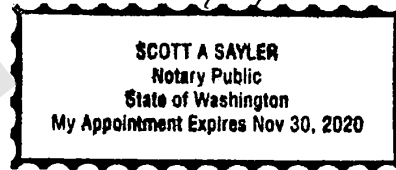
State of Washington _____) SS.
COUNTY OF Skagit)

This record was acknowledged before me on 12-1-18 by Luis Garcia as Director of IGLESIA DE JESUCRISTO TEMPLO FILADELFIA, INC, a Washington corporation

GIVEN under my hand and official seal this 1 day of Dec., 2018.

Scott A. Saylor

NOTARY PUBLIC in and for the State of Washington, residing at Everett
My commission expires: 11/30/20



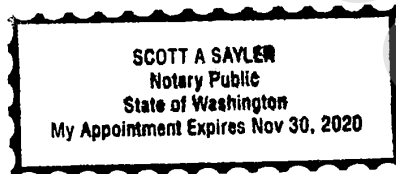
State of Washington _____) SS.
COUNTY OF Skagit)

This record was acknowledged before me on 12-1-18 by Eleuterio Florentino Reyes as Director of IGLESIA DE JESUCRISTO TEMPLO FILADELFIA, INC, a Washington corporation

GIVEN under my hand and official seal this 1 day of Dec., 2018.

Scott A. Saylor

NOTARY PUBLIC in and for the State of Washington, residing at Everett
My commission expires: 11/30/20



REQUEST FOR FULL RECONVEYANCE

The undersigned is the legal owner and holder of the promissory note in the original sum of \$144,000 secured by that certain Deed of Trust, dated _____, 2018, in which IGLESIA DE JESUCRISTO TEMPLO FILADELFIA, INC, a Washington corporation, was the Grantor; and CHICAGO TITLE INSURANCE COMPANY is trustee, filed for record on _____, 2018, under Recording No. _____, records of SKAGIT County, Washington.

The note and all other indebtedness secured by said Deed of Trust having been fully satisfied, the note and Deed of Trust are herewith surrendered to you for cancellation and reconveyance.

You are therefore requested, upon payment of all sums owing to you, to reconvey without warranty, to the person(s) entitled thereto, the right, title and interest now held by you thereunder.

Dated this ___ day of _____, 20____.

BENEFICIARY