

201904230086  
04/23/2019 09:09 AM Pages: 1 of 8 Fees: \$105.00  
Skagit County Auditor

AFTER RECORDING MAIL TO:

Tricia D. Usab  
Paine Hamblen LLP  
717 W. Sprague Ave, Ste. 1200  
Spokane, WA 99201

ACCOMMODATION  
RECORDING ONLY

Land Title

DEED OF TRUST

Grantor(s): SCOTT B. BAUMANN and CAROLINE G.  
BAUMANN, husband and wife

Grantee(s): KIM ALFREDS AND LYNDA ALFREDS

Parcel No.: P59364

Legal Description (abbreviated): Lot 51, Skyline No. 5, Vol. 9, Plats pgs. 56-58, Skagit  
County, Washington

Full Legal Page: 2

**THIS DEED OF TRUST** is made April 22, 2019, Scott B. Baumann and Caroline G. Baumann, husband and wife ("GRANTOR") whose address is 4817 Yorkshire Dr., Anacortes, Skagit County, Washington, LAND TITLE & ESCROW OF SKAGIT & ISLAND COUNTY ("TRUSTEE"), whose address is 111 E. George Hopper Rd., Burlington, WA 98233, and KIM ALFREDS AND LYNDA ALFREDS ("BENEFICIARY"), whose address is 5711 Barrett Rd., Ferndale, WA 98248, attn. John Hawes.

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale and for the benefit of Beneficiary, all of Grantor's right, title, and interest in and to the real property located in Skagit County, Washington,  
DEED OF TRUST-1

commonly known as 4817 Yorkshire Dr., Anacortes, Skagit County, WA 98221., and legally described as follows:

**LOT 51, "SKYLINE NO. 5," AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 56 THROUGH 58, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON SITUATE IN THE CITY OF ANACORTES, COUNTY SKAGIT, STATE OF WASHINGTON.**

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 herein contained, and payment of the sum of Six Hundred Thousand and 00/100 (\$600,000.00) with interest, in accordance with the terms of a demand promissory note of even date herewith payable from Grantor to Beneficiary or order (the "Note"), 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 its successors or assigns, together with interest thereon 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 if Beneficiary so requests, 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 determines, in Beneficiary's sole discretion. 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 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

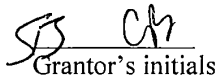
search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

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 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. The property described in this Deed of Trust may not be sold or transferred without the Beneficiary's consent.

8. As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

  
Grantor's initials

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 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 the person entitled thereto.

DEED OF TRUST-3

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein or in any obligation secured hereby, 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 thereto.

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 that 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 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 death, incapacity, disability or resignation of Trustee, or at the election of 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 any action or proceeding in which Grantor, 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 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.

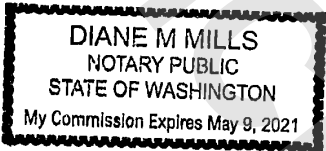
By   
SCOTT B. BAUMANN

By   
CAROLINE G. BAUMANN

STATE OF WASHINGTON )  
 : ss.  
County of Skagit )

On this 22<sup>nd</sup> day of April 2019, before me personally appeared SCOTT B. BAUMANN, to me known to be the individual Grantor described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his own free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

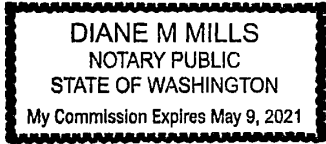


Diane M Mills  
Notary Public in and for the state of Washington  
Residing at Milton  
My Commission Expires: May 9, 2021

STATE OF WASHINGTON )  
 : ss.  
County of Skagit )

On this 22<sup>nd</sup> day of April 2019, before me personally appeared CAROLINE G. BAUMANN, to me known to be the individual Grantor described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her own free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Diane M Mills  
Notary Public in and for the state of Washington  
Residing at Milton  
My Commission Expires: May 9, 2021

**REQUEST FOR RECONVEYANCE**  
**DO NOT RECORD**

(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

\_\_\_\_\_

Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_