

When Recorded, Return to:
RICHARD E. GIFFORD PLLC
Edmonds Way Law Center
23901 Edmonds Way
Edmonds, Washington 98026

ACCOMMODATION RECORDING

CHICAGO TITLE

500094395

DEED OF TRUST

Grantor:	1) Kaylee Renee Richwine	2) Robert Paul Richwine
Grantee:	1) Frank W. Ogden, Trustee	2) Carol W. Ogden, Trustee
Legal Description (abbreviated):	Lt 57, Blk 2 Lake Cavanaugh Sub Div 1 and 2 nd Class Shrlns owned by St of WA adjacent thereto (Full legal description below)	
<input type="checkbox"/> Additional on : Page 2		
Assessor's Tax Parcel No:	P66395; XrefID 3937-002-057-0000	
Reference Nos. of Documents Released or Assigned:	None	

THIS DEED OF TRUST is made and effective this 8th day of January, 2020, by and among KAYLEE RENEE RICHWINE and ROBERT PAUL RICHWINE, wife and husband, as Grantor, whose address is 34265 N. Shore Drive, Mt. Vernon, Washington 98274, CHICAGO TITLE COMPANY, as Trustee, whose address is 425 Commercial St. Mt. Vernon WA 98273; and FRANK W. OGDEN and CAROL W. OGDEN, TRUSTEES of the Frank and Carol Ogden Living Trust dated

September 2, 2014, as Beneficiary, whose address is 620 – 124th Street SW, Unit 17, Everett, Washington 98204:

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

Lot 57, Block 2, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 1", according to the plat thereof, recorded in Volume 5 of Plats, Pages 37 to 43, inclusive, records of Skagit County, Washington.

TOGETHER WITH: Shorelands of the second class situate in front of, adjacent to or abutting upon Lot 57, Block 2, Lake Cavanaugh Subdivision, Division No. 1, a recorded plat in Government Lot 4, Section 26, Township 33 North, Range 6 East, W.M., with a frontage of 0-.91 lineal chain, more or less.

Situate in Skagit County, Washington

Skagit County Tax Parcel No. P66395, XrefID 3937-002-057-0000

which real property is not used principally for agricultural or farming purposes, together with all 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 One Hundred Seventy Five Thousand and No/100ths Dollars (\$175,000.00), 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 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 thereon at such rate as shall be agreed upon.

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 or before the date specified in said promissory note secured hereby.

As provided in the promissory note secured hereby, said promissory note and this deed of trust may be assigned by Grantor only to a Family Buyer under the terms of that certain First Right of Purchase Agreement between Grantor and Beneficiary of even date herewith ("Family Buyer"), and then only if all benefits and obligations of Grantor under said promissory note and this deed of trust are fully assumed in writing by such Family Buyer. Grantor may not otherwise assign said promissory note or this deed of trust, in whole or part, and any attempt by Grantor to do so will be void and will constitute a default hereunder and under said promissory note.

As further provided in the promissory note secured hereby, said promissory note and all rights and interests therein may be assigned by Beneficiary at any time without

prior notice to Grantor, and this Deed of Trust and Beneficiary's interests and rights herein likewise may be assigned by Beneficiary at any time without prior notice to Grantor. In the event of any such assignment by Beneficiary, the terms and conditions of this Deed of Trust shall remain in full force and effect and binding against Beneficiary in accordance with the terms of this instrument and the promissory note and any other obligations secured hereby, and the perfection, validity, and priority of the security and lien hereof shall not be impaired or affected in any respect.

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 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 attorneys' 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 attorneys' 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 by this Deed of Trust.

7. **DUE ON SALE.** Except as otherwise expressly provided herein with respect to a sale of the property secured by this deed of trust to a Family Buyer, if all or any part of such property secured by this Deed of Trust or any interest in it is sold or transferred without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust.

Grantor (initials)

Beneficiary (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 thereof 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.
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 sale, including a reasonable Trustee's fee and attorneys' 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 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 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, 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 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

EXECUTED as of the day and year first above written.

GRANTOR:

Kaylee Renee Richwine
Kaylee Renee Richwine

Robert Paul Richwine
Robert Paul Richwine

STATE OF WASHINGTON }
COUNTY OF Snohomish }

ss.

This record was acknowledged before me on January 8th, 2020,
by Kaylee Renee Richwine and Robert Paul Richwine.

Scott A. Saylor

Printed Name
Scott A. Saylor

NOTARY PUBLIC in and for the State of
Washington, residing at
Everett

My Commission Expires
11/30/20

