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Skagit County Auditor, WA

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10/14/2020 02:24 PM Pages: 1 of 9 Fees: \$112.50
Skagit County Auditor, WA

When recorded return to:
Avery N. Martin
For Our Five, LLC
PO Box 38
Clearlake, WA 98235

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620042232

THIS DEED OF TRUST IS BEING
RE-RECORDED TO CORRECT THE
LEGAL DESCRIPTION

CHICAGO TITLE
620042232

DEED OF TRUST
(For use in the State of Washington Only)

THIS DEED OF TRUST, made this 13th day of July, 2020 between
Integrity Foundation, LLC, a Washington Limited Liability Company
as GRANTOR(S),
whose address is PO Box 38, Clearlake, WA 98235
and CHICAGO TITLE COMPANY OF WASHINGTON

as TRUSTEE,
whose address is 425 Commercial Street, Mount Vernon, WA 98273
and

For Our Five, LLC, a Washington Limited Liability Company,
as BENEFICIARY,
whose address is PO Box 38, Clearlake, WA 98235

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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Lot(s): Ptn. 8, 9 and 10, Block: 2, and Ptn. 2, 3 and 4, Block 6, Bingham Acreage

Tax Parcel Number(s): P62223 / 3864-006-004-0002, ~~P62222 / 3864-006-003-0102~~, P62178 / 3864-002-009-0006

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 is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of SIX HUNDRED FORTY-FOUR THOUSAND, EIGHT HUNDRED THIRTY AND 12/100 Dollars (\$644,830.12) with 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 his/her/their 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(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.

DEED OF TRUST
(continued)

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. **NO FURTHER ENCUMBRANCES:** (OPTIONAL - Not applicable unless initiated by Grantor and Beneficiary.). 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 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 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(s) 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(s) 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; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

DEED OF TRUST
(continued)

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(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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, 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.

Integrity Foundation, LLC

BY:

Anna N. Martin
Anna N. Martin

BY:

Sarah L. Kotlerman
Sarah L. Kotlerman

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that Anna N. Martin and Sarah L. Kotlerman are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as and of Integrity Foundation, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7-1-2020

Cassandra M. Mitchell
Name: Cassandra M. Mitchell
Notary Public in and for the State of WA
Residing at: MT Vernon
My appointment expires: 3-10-2021



State of WA
County of Skiagit

I certify that I know or have satisfactory evidence that Anna W Martin and Sarah L Kothman
is/are the person(s) who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the Members of Integrity Foundation, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-9-2020

Cassandra M Mitchell
Name: Cassandra M Mitchell
Notary Public in and for the State of WA
Residing at: MT Verna
My appointment expires: 3-10-2021



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): ~~P62223 / 3864-006-004-0002, P62222 / 3864-006-003-0102 and P62178 / 3864-002-009-0006~~

Parcel A:

Lot 4, Block 6, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON," as per Plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington.

Together with that portion of the vacated Street adjacent which upon vacation reverted to said premises by operation of law.

Situated in Skagit County, Washington

Parcel B:

ch *Am*
Those portions of Lots 4, 8 and 10, Block 2 and Lots 2, 3 and 16, Block 6, Bingham Acreage, as per plat recorded in Volume 4 of Plats, Page 24, records of Skagit County, Washington, and vacated streets abutting thereon, more particularly described as follows:

Commencing at the Northeast corner of Lot 4, Block 2 of said Bingham Acreage; thence South 89° 33' 49" West, along the North line of said Lot 4, a distance of 145.41 feet; thence South 02° 19' 10" West a distance of 495.01 feet; thence South 89° 57' 01" West a distance of 169.42 feet; thence South 00° 00' 23" West a distance of 143.5 feet; thence South 25° 58' 50" West a distance of 722.41 feet to a point on the South line of Block 6 of said Bingham Acreage, said point being South 89° 31' 33" East a distance of 390.00 feet from the Southwest corner of Lot 1 of said Block 6; thence South 89° 31' 33" East a distance of 734.61 feet to the Southeast corner of Lot 3 of said Block 6; thence North 29° 37' 00" West a distance of 23.12 feet; thence North 00° 29' 51" East a distance of 344.32 feet to the Southwest corner of Lot 5 of said Block 6; thence North 00° 11' 05" West a distance of 372.43 feet to the center line of an unnamed road shown on the face of said Bingham Acreage; thence North 89° 58' 02" East a distance of 112.52 feet to the center line of another unnamed road as shown on the face of said Bingham Acreage; thence North 00° 03' 26" West a distance of 20.00 feet; thence South 89° 59' 02" West a distance of 20.00 feet to the Southeast corner of Lot 9 of said Block 2; thence North 00° 03' 28" West a distance of 227.94 feet to the Northeast corner of said Lot 6; thence North 89° 57' 03" West a distance of 165.18 feet to the Southeast corner of Lot 4 of said Block 2; thence North 00° 07' 50" West a distance of 309.60 feet to the point of beginning.

Except the following described property:

Except No. 1

That portion of Lots 1 and 2 of Block 6 of the Plat of Bingham Acreage filed in Volume 4 of Plats at Page 24, records of Skagit County, Washington described as follows:

BEGINNING at the southeast corner of Tract B shown on that certain survey for Avery N. Martin filed in Volume 8 of Surveys at Page 78, records of Skagit County, Washington, which point is on the South line of Lot 1 Block 6 of said Plat of Bingham Acreage; thence South 89° 31' 04" East along the South line of said Plat of Bingham Acreage, a distance of 176.00 feet; thence North 00° 08' 45" East, a distance of 364.54 feet to a point on the southeasterly line of said Tract B which is 403.87 feet from the Southeast corner thereof; thence South 25° 58' 50" West along the Southeasterly line of said Tract B, a distance of 403.87 feet to the point of beginning of this description.

Situate in Skagit County, Washington.

Except No. 2

Lot 4, Block 6, "Bingham Acreage, Skagit County, Washington," as per plat recorded in Volume 4 of plats, Page 24, records of Skagit County, Washington.

TOGETHER WITH that portion of the vacated street adjacent which upon vacation reverted to said premises by operation of law.

Situate in the County of Skagit, State of Washington.

Except No. 3

EXHIBIT "A"
Legal Description

Lot 9, Block 2, "Bingham Acreage, as per plat recorded in Volume 4 of Plats, age 24, records of Skagit County, Washington;

Except the following described property:

BEGINNING at the Northwest corner of Lot 3, Block 2, "Bingham Acreage"; thence 168 feet Easterly along the Northern boundary line of said Lot 3 to the Northeast corner thereof; thence Southerly along the Eastern boundary line of said Lot 3, a distance of 307.40 feet to the Southeast corner thereof; thence continue Southerly a distance of 220.60 feet along the said East line of said Lot 3 projected in a straight line Southerly; thence due West, 168 feet; thence Northerly 528 feet, more or less, to the point of beginning;

Also Excepting that parcel conveyed under Skagit County Auditor's File No. 8809120002, records of Skagit County, Washington, described as follows:

That portion of Lots 4, 6 and 9 of Block 2 of the plat of Bingham Acreage recorded in Volume 4 of Plats at Page 24, records of Skagit County, Washington, described as follows:

BEGINNING at the Northwest corner of Lot 4 of Block 2 of said plat; thence North 89° 33' 49" East along the North line thereof, a distance of 22.00 feet; thence South 2° 19' 10" West, a distance of 495.02 feet; thence North 89° 57' 01" West, a distance of 1.43 feet to the Southerly projection of the West line of said Lot 4; thence North 0° 03' 44" West along said Southerly projection and the West line of said Lot 4, a distance of 494.45 feet to the point of beginning of this description;

And Also Except that portion conveyed under Skagit County Auditor's File No. 8809120003, records of Skagit County, Washington, described as follows:

That portion of Lots 7, 8 and 9 of Block 2 of the plat of Bingham Acreage recorded in Volume 4 of Plats at Page 24, records of Skagit County, Washington, described as follows:

Commencing at the Southwest corner of Lot 3 of Block 2 of said plat; thence South 00° 00' 23" West along the Southerly projection of said West line, a distance of 186.27 feet to the point of beginning of this description; thence South 00° 03' 44" East, a distance of 34.33 feet; thence North 89° 57' 01" West, a distance of 168.04 feet; thence North 0° 00' 23" East along said Southerly projection, a distance of 34.33 feet to the point of beginning of this description.

Situated in Skagit County, Washington.

Except No. 4

That portion of Lots 7, 8 and 9 of Block 2 of the plat of Bingham Acreage recorded in Vol 4 of at Page 24, records of Skagit County, Washington, described as follows:

Commencing at the Southwest corner of Lot 3 of Block 2 of said plat; thence South 00° 00' 23" West along the southerly projection of said West line, a distance of 186.27 feet to the point of beginning of this description; thence South 89° 57' 01" East, a distance of 168.00 feet; thence South 00° 03' 44" East, a distance of 34.33 feet; thence North 89° 57' 01" West, a distance of 168.04 feet; thence North 0° 00' 23" East along said southerly projection, a distance of 34.33 feet to the point of beginning of this description.

Except No. 5

Lot 6, Block 2, "Bingham Acreage", as per plat recorded in Volume 4 of Plats, age 24, records of Skagit County, Washington;

Except the following described property:

BEGINNING at the Northwest corner of Lot 3, Block 2, "Bingham Acreage"; thence 168 feet Easterly along the Northern boundary line of said Lot 3 to the Northeast corner thereof; thence Southerly along the Eastern boundary line of said Lot 3, a distance of 307.40 feet to the Southeast corner thereof; thence continue Southerly a distance of 220.60 feet along the said East line of said Lot 3 projected in a straight line Southerly; thence due West, 168 feet; thence Northerly 528 feet, more or less, to the point of beginning;

Also Excepting that parcel conveyed under Skagit County Auditor's File No. 8809120002, records of Skagit County, Washington, described as follows:

That portion of Lots 4, 6 and 9 of Block 2 of the plat of Bingham Acreage recorded in Volume 4 of Plats at page 24, records of Skagit County, Washington, described as follows:

EXHIBIT "A"
Legal Description

BEGINNING at the Northwest corner of Lot 4 of Block 2 of said plat; thence North 89° 33' 49" East along the North line thereof, a distance of 22.00 feet; thence South 2° 19' 10" West, a distance of 495.02 feet; thence North 89° 57' 01" West, a distance of 1.43 feet to the Southerly projection of the West line of said Lot 4; thence North 0° 03' 44" West along said Southerly projection and the West line of said Lot 4, a distance of 494.45 feet to the point of beginning of this description, including A 60x28 1987 Fuqua First Cabin Manufactured Home, Serial Number 9367.

Situated in Skagit County, Washington.

EXHIBIT "A"
Legal Description

Except No. 6

That portion of Lot 4, Block 2, "Bingham Acreage", as per plat recorded in Volume 4 of Plats, Page 24, records of Skagit County, Washington.

Except that portion as conveyed to Kenneth Kingma and Mary Candace Kingma, h&w, by boundary line adjustment deed recorded September 12, 1988, under Skagit County Auditor's File No. 8809120002.

Situate with the County of Skagit, State of Washington.

Parcel ~~Q~~ B:

Lot 9, Block 2, "Bingham Acreage, as per plat recorded in Volume 4 of Plats, age 24, records of Skagit County, Washington;

Except the following described property:

BEGINNING at the Northwest corner of Lot 3, Block 2, "Bingham Acreage"; thence 168 feet Easterly along the Northern boundary line of said Lot 3 to the Northeast corner thereof; thence Southerly along the Eastern boundary line of said Lot 3, a distance of 307.40 feet to the Southeast corner thereof; thence continue Southerly a distance of 220.60 feet along the said East line of said Lot 3 projected in a straight line Southerly; thence due West, 168 feet; thence Northerly 528 feet, more or less, to the point of beginning;

Also Excepting that parcel conveyed under Skagit County Auditor's File No. 8809120002, records of Skagit County, Washington, described as follows:

That portion of Lots 4, 6 and 9 of Block 2 of the plat of Bingham Acreage recorded in Volume 4 of Plats at Page 24, records of Skagit County, Washington, described as follows:

BEGINNING at the Northwest corner of Lot 4 of Block 2 of said plat; thence North 89° 33' 49" East along the North line thereof, a distance of 22.00 feet; thence South 2° 19' 10" West, a distance of 495.02 feet; thence North 89° 57' 01" West, a distance of 1.43 feet to the Southerly projection of the West line of said Lot 4; thence North 0° 03' 44" West along said Southerly projection and the West line of said Lot 4, a distance of 494.45 feet to the point of beginning of this description;

And Also Except that portion conveyed under Skagit County Auditor's File No. 8809120003, records of Skagit County, Washington, described as follows:

That portion of Lots 7, 8 and 9 of Block 2 of the plat of Bingham Acreage recorded in Volume 4 of Plats at Page 24, records of Skagit County, Washington, described as follows:

Commencing at the Southwest corner of Lot 3 of Block 2 of said plat; thence South 00° 00' 23" West along the Southerly projection of said West line, a distance of 186.27 feet to the point of beginning of this description; thence South 00° 03' 44" East, a distance of 34.33 feet; thence North 89° 57' 01" West, a distance of 168.04 feet; thence North 0° 00' 23" East along said Southerly projection, a distance of 34.33 feet to the point of beginning of this description.

Situated in Skagit County, Washington.

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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

For Our Five, LLC

_____	Signature	_____	Date
By: _____	Print Name		
Its: _____	Print Title		

STATE OF WASHINGTON
COUNTY OF SKAGIT COUNTY } SS

As Auditor of Skagit County County, I do hereby certify that the foregoing instrument is a true and correct copy of the original now on file in this office.

IN WITNESS WHEREOF, I set my hand and seal as Auditor of Skagit County County this 2nd day of September, 2020.

Sandra Perkins
Auditor Deputy Auditor

