

POOR ORIGINAL

202301250007

01/25/2023 08:46 AM Pages: 1 of 5 Fees: \$208.50
Skagit County Auditor, WA

After Recording Return to:
VINTAGE LOANS, LLC
5424 Sand Point Way NE
Seattle, WA 98105
NMLS ID: 56380
Nellie DeBruyn
NMLS ID: 996358

DEED OF TRUST

(For use in the State of Washington only)

208131-LT

THIS DEED OF TRUST is made this 20th day of January, 2023, by and among, Cynthia A. Vance, a married person, who also shows of record as Cynthia Ann Vance, as her separate property, as GRANTOR(S), whose address is 1405 15th St. Anacortes, WA 98221; Land Title and Escrow Company, as TRUSTEE, whose address is 111 East George Hopper Road, Burlington, WA 98233; and VINTAGE LOANS, LLC, as BENEFICIARY, whose address is 5424 Sand Point Way NE Seattle, WA 98105.

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:

Property commonly known as: 1405 15th St. Anacortes, WA 98221

Abbreviated Legal Description: Lots 3 & 4, Blk 119, City of Anacortes

Full Legal Description: See Exhibit "A" attached hereto, page 5.

Tax Parcel Number(s): 3772-119-004-0004/P55759

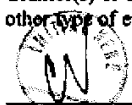
which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of Three Hundred Sixty Thousand Dollars and No Cents (\$360,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(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.

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. The property described in this Deed of Trust 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.
- 8. As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor(s) 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 property or any interest therein without the written consent of 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(s) 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


 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
- 2. By accepting payment of any sum secured by this Deed of Trust 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 by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. 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.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 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. Further Covenants:
 - a. Grantor(s) agree(s) to pay all filing fees, reconveyance fees and other fees and charges incurred in the recording, reconveyance and release of this Deed of Trust.
 - b. Grantor(s) shall timely and fully comply with all the terms and conditions of any mortgage, deed of trust or other obligation entered into prior to the lien of this Deed of Trust ("prior encumbrances"). Grantor(s)'s failure to fully and timely comply with all the terms and conditions of a prior encumbrance, whether or not the holder of the prior encumbrance declares a default, shall constitute a default under the note and this Deed of Trust.
 - c. Grantor(s) agree(s) to furnish to Beneficiary promptly when received, copies of any notices of default, non-payment or other non-performance sent by the holder of a prior encumbrance to Grantor(s).
 - d. Grantor(s) warrant(s) and agree(s) that no prior encumbrance is in default and Grantor(s) has no knowledge of any event which has occurred or is occurring which after notice or passage of time or both will result in a default.

- e. Beneficiary may, but not be required to, advance money or incur liability for: (1) amounts owing under obligations secured by liens which are prior to this Deed of Trust (prior encumbrances); (2) real property taxes or assessments; (3) hazard insurance premiums; (4) maintenance charges imposed under a declaration or restrictive covenant; (5) labor or materials for repairs or to protect the property; (6) reasonable attorney's fees, costs of title search, foreclosure guarantee premiums and other out of pocket expenses incurred in connection with enforcement of this Deed of Trust or collection of any amounts secured thereby; and (7) any other items for the reasonable protection of the real property or for the protection or enforcement of Beneficiary's security interest therein or for collection of any amounts secured thereby. All such advances and liabilities shall be secured by the lien of this Deed of Trust, and shall bear interest at the rate provided for in the promissory note secured by this Deed of Trust, from the date advanced by Beneficiary, until repaid. Grantor(s) shall be jointly and severally liable for all such advances made by Beneficiary. Any such expenditure shall be paid by Grantor(s) with 12 days after written notice from Beneficiary, and if not paid, Beneficiary shall also be subrogated to the rights of the holder of the prior encumbrance to the extent of Beneficiary's expenditures or advances.

GRANTOR(S):

Cynthia A. Vance	Steven F. Dixon
Sign: <i>Cynthia A. Vance</i>	Sign: <i>Steven F. Dixon</i>
Date: <i>1-20-2023</i>	Date: <i>1-20-2023</i>

STATE OF Washington)
 COUNTY OF Skagit) ss.

On this day before me personally appeared Cynthia A. Vance and Steven F. Dixon, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED and signed this 20th day of January, 2023



Brinna Strandberg
 Notary name printed or typed: Brinna Strandberg
 Notary Public in and for the State of Washington
 Residing at: 3409 W. 5th St. Anacortes, WA 98221
 My appointment expires: December 11th 2026

Title Order No.: 208131-LT

ALTA COMMITMENT

EXHIBIT A

Lots 3 and 4, Block 119, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

END OF EXHIBIT A

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

ALTA Commitment for Title Insurance