

JERRY McINTURFF
SKAGIT COUNTY AUDITOR

'94 JUL 28 P3:40

When Recorded Return To:

The Washington State Department
of Community, Trade and Economic Development
Housing Trust Fund Program
906 Columbia Street Southwest
Post Office Box 48300
Olympia, Washington 98504-8300

9407280099

RECORDED _____ FILED _____
REQUEST OF _____

Attention: Gary Hunter, Program Officer
T-74632

LAND TITLE COMPANY OF SKAGIT COUNTY

Deed of Trust

THIS DEED OF TRUST is made this 20th day of July, 1994, between Skagit Youth Services, a Washington non-profit corporation, whose mailing address is P.O. Box 217, Mt. Vernon, Washington 98273 as Grantor ("Grantor"); Land Title Company of Skagit County whose mailing address is 601 S. 2nd Street, Mount Vernon, Was Trustee ("Trustee"); and the Washington State Department of Community, Trade and Economic Development as Beneficiary ("Beneficiary"), whose address is 906 Columbia Street, S.W., P.O. Box 48300, Olympia, Washington 98504-8300.

1. Grant. Grantor hereby bargains, sells and conveys to Trustee in Trust for the benefit of Beneficiary, with power of sale the real property located in Skagit County, Washington described as:

See Attached legal description

according to the plat thereof, recorded in Skagit County Washington, (the "Property") together with all tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments and appurtenances belonging or in any way pertaining to the Property, and the rents issues and profits thereof. Said Property is not used principally, or at all, for agricultural or farming purposes.

2. Obligations Secured. This deed is given for the purpose of securing payment of a loan (the "Loan") in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) payable by the Grantor to the Beneficiary pursuant to Housing Assistance Program (HAP) Contract Number 5-94-491-19A between Grantor and Beneficiary, as now or hereafter amended, securing performance of each term and condition of said HAP Contract.

3. Reserved.

4. Protection of Security. To protect the security of this Deed of Trust, Grantor covenants and agrees:

4.1. To keep the Property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, conditions and restrictions affecting the property.

4.2. 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.

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4.3. To keep all buildings now or hereafter on the Property continuously insured against loss by fire or other hazards in an amount not less than the replacement cost of the Property. 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, and subject to the rights of the Beneficiary or beneficiaries of any senior deed of trust, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4.4. 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 proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4.5. 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.

4.6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, Beneficiary may pay the same, and the amount so paid shall be added to and become a part of the debt secured by this Deed of Trust.

5. General Conditions. The parties hereto agree that:

5.1. 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 this obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

5.2. 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.

5.3. 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 obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

5.4. Power of Sale. Pursuant to Chapter 61.24 of the Revised Codes of Washington and upon default by Grantor without timely cure and after written notice of thirty (30) days 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. In such event and upon written notice of Beneficiary, the property shall be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person may bid at the Trustee's sale. Subject to the rights of the beneficiary or beneficiaries of any senior deed of trust, the proceeds of the sale shall be applied 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 person or persons entitled thereto.

5.5. A 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 the execution of this Deed of Trust, and such as Grantor 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 a bona fide purchaser for value.

5.6. 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.

5.7. Beneficiary may at any time appoint or discharge the Trustee.

5.8. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns. The terms "Grantor," "Trustee," and "Beneficiary" include their successors and assigns.

WITNESS the hand and seal of the Grantor on the day and year first above written.



Skagit Youth Services a Washington nonprofit corporation

By: Pamela S. Barnes
Print Name: Pamela S. Barnes
Title: President

STATE OF WASHINGTON, }
County of Skagit } ss.

On this 20th day of July, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Pamela S. Barnes and _____ to me known to be the _____ President and _____ Secretary, respectively, of Skagit Youth Services the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation. Witness my hand and official seal hereto affixed the day and year first above written.

ACKNOWLEDGMENT, CORPORATION
Form No. W-14

Candace M. Taylor
Notary Public in and for the State of Washington,
residing at Mount Vernon
My commission expires 1/1/97
Candace M. Taylor

REQUEST FOR FULL RECONVEYANCE

**TO BE USED ONLY WHEN ALL OBLIGATIONS HAVE BEEN PAID AND ALL
DUTIES PERFORMED UNDER THIS DEED OF TRUST.**

TO: TRUSTEE:

The undersigned as the party entitled to the performance, benefits, duties, and payments under the Housing Assistance Program Contract between Grantor and Beneficiary which is secured by this Deed of Trust and other legal documents.

The obligations thus secured have been fully paid duties performed 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, including Contingent Interest, to cancel evidence of indebtedness secured by said Deed of Trust delivered to you with 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 hereunder.

Dated:

Name:

Title:

EXHIBIT "A"

The North 1/2 of Lot 16, EXCEPT the South 2 feet thereof, and all of Lots 17, 18, 19 and 20, Block 20, "VERNON HEIGHTS ADDITION TO MT. VERNON, SKAGIT CO., WASH.", as per plat recorded in Volume 2 of Plats, page 108, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.