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FILED FOR RECORD AT REQUEST OF

ISLAND TITLE COMPANY  
P. O. BOX 1228  
ANACORTES, WA 98221  
Order No. SA-14084

AFTER RECORDING RETURN TO

Name ISLAND TITLE COMPANY

Address P. O. BOX 1228

City, State, Zip ANACORTES, WA 98221

Escrow No. AE-2484

THIS SPACE PROVIDED FOR RECORDER'S USE:

JERRY MCINTURFF  
SKAGIT COUNTY AUDITOR

'94 SEP 20 P3:43

RECORDED \_\_\_\_\_ FILE \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

9409200092

DEED OF TRUST

(For Use in the State of Washington Only)

THIS DEED OF TRUST made on August 31, 1994, between

LONNIE PERKINS and PAMELA PERKINS, husband and wife AND L. ALLEN PERKINS and GEORGIA PERKINS,  
HUSBAND AND WIFE, GRANTOR,

whose address is 1552 DECEPTION ROAD, ANACORTES, WA 98221 and

ISLAND TITLE COMPANY, TRUSTEE,

whose address is PO BOX 1228, ANACORTES, WA 98221 and

CARL E. SMITHA and VIOLET M. SMITHA, husband and wife, BENEFICIARY,

whose address is 1547 WOODLAWN DRIVE, #2, HAYDEN, ID 83835

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 20, DEWEY BEACH ADDITION NO. 2, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 6 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY,  
WASHINGTON.

THE GRANTOR HEREIN AGREES TO DO NO LOT LINE ADJUSTMENTS ON SUBJECT PROPERTY UNTIL  
PROMISSORY NOTE HAS BEEN PAID IN FULL.

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 herein  
contained, and payment of the sum of

Forty Thousand Dollars and NO/100 (\$ 40,000.00)

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.

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 thereof 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 to 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

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BK 1374 PG 0133

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IT IS MUTUALLY AGREED THAT:

2. By accepting payment of any sums 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, or upon satisfaction of the obligation secured and 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.

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 purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust not recorded hereon shall be subject to the following conditions:

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 a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to injuries to the benefit of, and is binding not only on the parties hereto, but on their heirs, assigns and assigns in law. The term Beneficiary shall mean the holder and owner of the note secured by this Deed of Trust.

**LONNIE PERKINS**

**L. ALLEN PERKINS**

STATE OF WASHINGTON

COUNTY OF Skagit

STATE OF WASHINGTON ) ss.  
COUNTY OF Skagit  
On this day personally appeared before me LOONIE PERKINS, PAMELA PERKINS, X  
X to be known to be the individual(s)  
instrument, and acknowledged that

On this day personally appeared before me \_\_\_\_\_ to be known to be the individual(s)  
~~XXXXXXXXXXXXXXXXXX~~  
 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.

\_\_\_\_\_ of this 20TH day of SEPTEMBER, 1994

GIVEN under my hand and official seal on this 20TH day of SEPTEMBER, 1994.

ELIZABETH TRACY POWERS

*Elizabeth Tracy Powers*

residing at

GIVEN under my hand and seal

ELIZABETH TRACY POWER  
Notary Public in and for the state of Washington, residing at  
MOUNT VERNON

My Appointment Expires 10/16/97

**REQUEST FOR FULL RECONVEYANCE**

**REQUEST FOR FULL RECONVEYANCE**  
Do not record. To be used only when note has been paid.

**TO: TRUSTEE.**

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.

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BK 1374 PG 0134

09. 18. 94 12:12PM \*101 and 1111

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

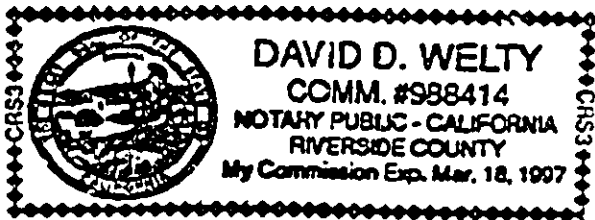
State of California

County of Riverside

On 9-16-94 before me, David D. Welty, Notary

personally appeared L. Allen Perkins

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

TITLE(S)

PARTNER(S) LIMITED

ATTORNEY-IN-FACT GENERAL

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Deed of Trust

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

9-16-94

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

BK 1374 PG 135

9409200092

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

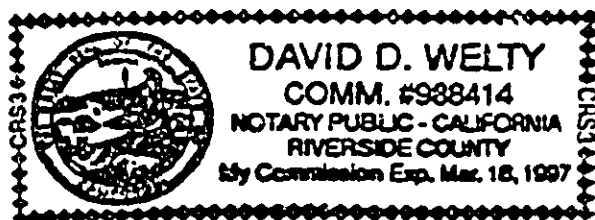
State of California

County of Riverside

On 9-19-94 before me, David D. Welty, Notary  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Georgia Perkins  
NAME(S) OF SIGNER(S)

☐ personally known to me - **OR** - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

David D. Welty  
SIGNATURE OF NOTARY

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

### DESCRIPTION OF ATTACHED DOCUMENT

Deed of Trust  
TITLE OR TYPE OF DOCUMENT

ONE  
NUMBER OF PAGES

8-31-94  
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

PK 1374 PG 136

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