FILED FOR RECORD AT REQUEST OF

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:

SKAGIT COUNTY AUDITOR

'94 SEP 20 R 3:43

ECCADED TOES

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, busband 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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To date lany action or proceeding purporting to effect the security hereof or the rights or powers of Beneficiary or Trustee, nd to pay all costs and expanse, including cost of title search and according to the second of the the s neur Note, it is to the pur proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust. To pay all costs, fees and expenses in connection with this beed of Trust, including the expenses of the Trustee incurred in to pay are copen, from any expenses in consension with this work of from a time expenses of the interest and attorney's foos actually incurred, as provided by statute. . Should Grantor fail to pay when due any toxes, assessments, (neurance premiums, liene, encumbrances or other charges against he property hereinabove described, Baneficiary may pay the came, 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. In the event any portion of the property is taken or demand in an eminent domain proceeding, the entire amount of the property is taken or demand in an eminent domain proceeding, the entire amount of the property is taken or demand in an eminent domain proceeding, the entire amount of the property is taken or demand in an eminent domain proceeding, the entire amount of the property is taken or demand in an eminent domain proceeding. or such portion as be necessary to fully natisfy the obligation hereby, chall be paid to Beneficiary to be applied to said IT IS MUTUALLY AGREED THAT: 2. By accepting payment of any sums secured hereby after its due date, Seneficiary does not waive its right to require prompt payment when due of all other own so secured or to doclare 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 The secured and Mritten 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 reconveyance made by the Beneficiary or the person entitled thereto. therein, all sums secured hereby shall immediately become due and payable at the option of the Banaficiary. In such event and upon Written request of Beneficiary, Trustee shall soil the trust property, in accordance with the Daed of Trust Act of the State of Washington, at public auction to the highest picker. Any person except Trustee may bid at Trustee's sale. Trustee missi apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attornay's fee; (2) to the obligation secured by this Beed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereof. 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shell 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 recits 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 prime facile evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value. 6. The power of cale conferred by this Dead of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive ?. In the event of the death, incapacity, disability or resignation of Truzzee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the sortises records of the country in which this beed 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 peed of Trust or of any action or proceeding in which Grentor, Trustee or Beneficiary shall be a party unless such action of precaeding is brought by the Trustee. 8. This Deed of Trust applies to inures to the benefit of, end is binding not only on the parties hereto, but on their heirs, devisees, legatees, admininstrators, executors and assigns. The term Exacticiary shall mean the holder and owner of the note secured hereby, whether or not named as Sansficiary herein. PERKIES PARTIA LONNIE PERKINS PERKIND GEORGIA ALLEN PERKINS STATE OF WASHINGTON to be known to be the individual(s) egoing instrument, and acknowleded that XHOMERA DEKKENEX free and voluntary act and deed, for the uses and described in and who executed the within and signed the same as day of SEPTEMBER purposes therein mentioned. GIVEN under my hand and official seal on this 20TH Notary Public in and for the State of Washington, residing at MOUNT VERNON My Appointment Expires 10/16/97. REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

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 TO: TRUSTEE. 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 Doed of Trust, all the estate now held by you thereunder.

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State ofCAlifornia	-
County of Riverside	
D I GI	
On $\frac{9-16-79}{\text{DATE}}$ before me,	David D. Welty, Notary NAME. TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared L. ALLEN	Perkins
	NAME(S) OF SIGNER(S)
personally known to me - OR - 🕍 prov	ved to me on the basis of satisfactory evidence
	to be the person(x) whose name(x) (s) are subscribed to the within instrument and ac-
DAVID D. WELTY	knowledged to me that he she/they executed
COMM. #988414 COMM. #988414 COMMITTEE COMMITTE	the same in his/her/their authorized
My Commission Exp. Mar. 18, 1997	capacity (ies), and that by his/her/their
	signature on the instrument the person or the entity upon behalf of which the
	person (x) acted, executed the instrument.
	WITNESS my hand and official seal.
	SIGNATURE OF NOTARY
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Though the data below is not required by law, it may prov	ve valuable to persons relying on the document and could preven
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* # 	
State ofCalifornia	
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	NAME(S) OF SIGNER(S)
personally known to me - OR - D prov	ved to me on the basis of satisfactory evidence to be the person(x) whose name(x) (s) are subscribed to the within instrument and acknowledged to me that he she they executed
DAVID D. WELTY COMM. #988414 COMM.	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.
	SIGNATURE OF NOTARY
	SIGNATURE OF NOTABLE
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