

KATHY HILL  
SKAGIT COUNTY RECORDER

'95 AUG 21 P3:36 This space provided for  
recorder's use:

RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
MAY 1995

ACCOMMODATION RECORDING

9508210115

WHEN RECORDED RETURN TO:

JAMES E. ANDERSON  
P. O. Box 727  
Anacortes, WA 98221

ISLAND TITLE COMPANY  
SA-14655

DEED OF TRUST

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 24th day of AUGUST, 1995,  
between FRANK ROBERT CANDELARIO and KRISTINA L. CANDELARIO,  
husband and wife, and PATRICK CHARLES TYE and TONYA ROBISON TYE,  
husband and wife, GRANTORS, whose address is c/o P.O. Box  
88159, Seattle, WA 98138; ISLAND TITLE COMPANY, as TRUSTEE,  
whose address is 3110 Commercial Avenue, Anacortes, WA, and  
JOACHIM RICHTER and PATRICIA A. RICHTER, husband and wife,  
BENEFICIARIES, whose address is P. O. Box 788, Anacortes, WA.

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 4 of SKAGIT COUNTY SHORT PLAT NO. 127-78 as  
Approved March 16, 1979, and recorded March 20, 1979,  
in Volume 3 of Short Plats, page 83, under Auditor's  
File No. 7903200011, records of Skagit County, Wash-  
ington; being a portion of Government Lots 4 and 5,  
Section 4, Township 35 North, Range 1 East of the Wil-  
lamette Meridian;

Subject to and together with all matters of record.

which real property is not used principally for agricultural or  
farming purposes, together with all the tenements, heredita-  
ments, 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 \$ 77,500.00 with interest, in accordance with the terms of a  
promissory note of even date herewith, payable to Beneficiary

9508210115

DEED OF TRUST - 1

BK 1468 PG 0191

LAW OFFICE OF  
JAMES E. ANDERSON, P.E.  
1101 6TH STREET, SUITE D  
P. O. BOX 727  
ANACORTES, WASHINGTON 98221  
TELEPHONE (206) 293-3177  
FAX (206) 299-0385

1 or order, and made, by Grantor, and all renewals, modifications  
2 and extensions thereof, and also such further sums as may be  
3 advanced or loaned by Beneficiary to Grantor, or any of their  
4 successors or assigns, together with interest thereon at such  
5 rate as shall be agreed upon.

6 To protect the security of this Deed of Trust, Grantor cove-  
7 nants and agrees:

8 1. To keep the property in good condition and repair; to per-  
9 mit no waste thereof; to complete any building, structure, or  
10 improvement being built or about to be built thereon; to  
11 restore promptly any building, structure or improvement thereon  
12 which may be damaged or destroyed; and to comply with all laws,  
13 ordinances, regulations, covenants, conditions, and restric-  
14 tions affecting the property.

15 2. To pay before delinquent all lawful taxes and assessments  
16 upon the property; to keep the property free and clear of all  
17 other charges, liens or encumbrances impairing the security of  
18 this Deed of Trust.

19 3. To keep all buildings now or hereafter erected on the prop-  
20 erty described herein continuously insured against loss by fire  
21 or other hazards in an amount not less than the total debt  
22 secured by this Deed of Trust. All policies shall be held by  
23 the Beneficiary, and be in such companies as the Beneficiary  
24 may approve and have loss payable first to the Beneficiary, as  
25 its interest may appear, and then to the Grantor. The amount  
26 collected under any insurance policy may be applied upon any  
27 indebtedness hereby secured in such order as the Beneficiary  
28 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 Gran-  
tor in insurance policies then in force shall pass to the pur-  
chaser 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 Benefi-  
ciary 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 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

9508210115

DEED OF TRUST - 2

BK 1468 PG 0192

LAW OFFICE OF  
JAMES E. ANDERSON, P.S.  
1101 6TH STREET, SUITE D  
P. O. BOX 727  
ANACORTES, WASHINGTON 98221  
TELEPHONE (206) 293-3177  
FAX (206) 299-0385

1 forth in the note secured hereby, shall be added to and become  
2 a part of the debt secured in this Deed of Trust.

3 IT IS MUTUALLY AGREED THAT:

4 1. In the event any portion of the property is taken or  
5 damaged in an eminent domain proceeding, the entire amount of  
6 the award or such portion as may be necessary to fully satisfy  
7 the obligation secured hereby, shall be paid to Beneficiary to  
8 be applied to said obligation.

9 2. By accepting payment of any sum secured hereby after its  
10 due date, Beneficiary does not waive its right to require  
11 prompt payment when due of all other sums so secured or to  
12 declare default for failure to so pay.

13 3. The Trustee shall reconvey all or any part of the property  
14 covered by this Deed of Trust to the person entitled thereto,  
15 on written request of the Grantor and the Beneficiary or upon  
16 satisfaction of the obligation secured and written request for  
17 reconveyance made by the Beneficiary or the person entitled  
18 thereto.

19 4. Upon default by Grantor in the payment of any indebtedness  
20 secured hereby or in the performance of any agreement contained  
21 herein, all sums secured hereby shall immediately become due  
22 and payable at the option of the Beneficiary. In such event  
23 and upon written request of Beneficiary, Trustee shall sell the  
24 trust property, in accordance with the Deed of Trust Act of the  
25 State of Washington, at public auction to the highest bidder.  
26 Any person except Trustee may bid at Trustee's sale. Trustee  
27 shall apply the proceeds of the sale as follows: (1) to the  
28 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  
persons 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 compli-  
ance with all the requirements of law and of this Deed of  
Trust, which recital shall be prima facie evidence of such com-  
pliance and conclusive evidence thereof in favor of bona fide  
purchaser and encumbrances 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.

9508210115

DEED OF TRUST - 3

BK1468PG0193

LAW OFFICE OF  
JAMES E. ANDERSON, P.S.  
1101 8TH STREET, SUITE D  
P. O. BOX 727  
ANACORTES, WASHINGTON 98221  
TELEPHONE (206) 299-3177  
FAX (206) 299-0385

1  
2 7. In the event of the death, incapacity, disability or resig-  
3 nation of Trustee, beneficiary may appoint in writing a succes-  
4 sor Trustee, and upon the recording of such appointment in the  
5 mortgage records of the county in which this Deed of Trust is  
6 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 proceed-  
ings is brought by the Trustee.

7 8. This Deed of Trust applies to, inures to the benefit of,  
8 and is binding not only on the parties hereto, but on their  
9 heirs, devisees, legatees, administrators, executors, and  
10 assigns. The term Beneficiary shall mean the holder and owner  
11 of the note secured hereby, whether or not named as Beneficiary  
12 herein.

13 9. The Beneficiary may, at Beneficiary's option, declare all  
14 of the sum secured by this Deed of Trust to be immediately due  
15 and payable in the event Grantor should sell, transfer, pledge,  
16 or in any way assign any interest in the subject property.

17 DATED:

8-8-95

Frank Robert Candelario  
FRANK ROBERT CANDELARIO

18 DATED:

8-8-95

Kristina L. Candelario  
KRISTINA L. CANDELARIO

19 DATED:

8 Aug. 95

Partick Charles Tye  
PARTICK CHARLES TYE

20 DATED:

8 AUG 95

Tonya Robison Tye  
TONYA ROBISON TYE

21  
22  
23  
24  
25  
26  
27  
28 9508210115

DEED OF TRUST - 4

BK1468PG0194

LAW OFFICE OF  
JAMES E. ANDERSON, P.S.  
1101 6TH STREET, SUITE 2  
P.O. BOX 727  
ANACORTES, WASHINGTON 98221  
TELEPHONE (206) 299-2177  
FAX (206) 299-8995

1  
2 STATE OF WASHINGTON )  
3 ) ss  
4 COUNTY OF SKAGIT )

5 I certify that I know or have satisfactory evidence that  
6 FRANK ROBERT CANDELARIO and KRISTINA L. CANDELARIO signed this  
7 instrument and acknowledged it to be their free and voluntary  
8 act for the uses and purposes mentioned in the instrument.

9 DATED: 8-8-95

10  
11 Kenall L. Cuth  
12 Notary Public in and for the State of  
13 Washington, residing at  
14 Lynnwood

15 My appointment expires: 7-25-

16  
17 STATE OF WASHINGTON )  
18 ) ss  
19 COUNTY OF SKAGIT )

20 I certify that I know or have satisfactory evidence that  
21 PATRICK CHARLES TYE and TONYA ROBINSON TYE signed this instru-  
22 ment and acknowledged it to be their free and voluntary act for  
23 the uses and purposes mentioned in the instrument.

24 DATED: 8-8-95

25  
26 Kenall L. Cuth  
27 Notary Public in and for the State of  
28 Washington, residing at  
Lynnwood

My appointment expires:

9508210115