

9511010084

DEED OF TRUST

ISLAND TITLE CO.

SB-8248V

THIS DEED OF TRUST, made this 25th day of SEPT., 1998, between Grantor,

RICHARD AND SHELLY HAMILTON - HUSBAND + WIFE

whose address is 2065 RICKY LANE
Trustee: ISLAND TITLE COMPANY, whose address is P.O. Box 670, Burlington, WA 98233-0670, and Beneficiary, Robert S. Rogers and Gloria D. Rogers, husband and wife, dba LAKE TYEE COMPANY, whose address is 11922 25th ST SE, Everett, WA 98205-2557.

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 No. B-77, Lake Tyee Division III, County of Skagit, State of Washington, by plat recorded at Pages 68-74 of Volume 4 of Plats of said County,

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appertenances 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 FIVE THOUSAND TWO HUNDRED 00/100 Dollars

(\$5200.00) U.S. Funds 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 evidenced 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.

IT IS MUTUALLY AGREED THAT:

- 1. Reconveyance.** 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 reconveyance made by the Beneficiary or the person entitled thereto.
- 2. Eminent Domain.** 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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 3. Due Date.** 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.
- 4. Default.** Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein and upon thirty (30) days prior written notice of said default to Grantor, during which time Grantor may cure said default, all sums secured hereby shall become due and payable at the option of Beneficiary. In such event and upon written request of the Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington (as amended), 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; (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.
- 5. Trustee's Deed.** 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 purchasers and encumbrances for value.
- 6. Nonexclusive.** 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. Trustee.** 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. Binding Effect.** This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder shall be a party unless such action or proceeding is brought by the Trustee.
- 9. Applicable Law.** For the purpose of this agreement the applicable state law shall be deemed to be the laws of the State of Washington.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION. GRANTOR'S OBLIGATIONS: SECTIONS 1 THROUGH 13 ARE AN INTEGRAL PART OF THIS AGREEMENT AND APPEAR ON THE REVERSE AND AS SUCH ARE INCORPORATED HEREIN.

GRANTOR: Richard Hamilton
Shelly Hamilton

STATE OF WASHINGTON }
COUNTY OF SKAGIT } SS

On this day personally appeared before me RICHARD AND SHELLY HAMILTON
HUSBAND + WIFE

the individuals described in and who executed the within and foregoing instrument and acknowledged that THEY to me known to be the case as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of SEPT., 1998.

David P. Jepsen David P. Jepsen
NOTARY PUBLIC in and for the State of Washington, residing
at CONCRETE

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To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. Repair & Maintenance. 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. Payment of Taxes. 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. Defense of Title. 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.
4. Costs & Expenses. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of Trustee incurred in enforcing the obligation secured hereby and Trustee's attorney's fees actually incurred, as provided by statute.
5. Failure to Pay. Should Grantor fail to pay when due any taxes, assessments, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same and the amount so paid, with interest at the highest rate allowed by the laws of the State of Washington, shall be added to and become a part of the debt secured in this Deed of Trust.
6. Club Obligations. To comply with all rules and regulations of LAKE TYEE, a Washington non-profit corporation, or its successors, and to pay membership dues as provided for in the Articles and Bylaws of said Association, all as may be amended from time to time. Any conveyance of the property shall subject the grantee to the same obligations.
7. Extension of Time. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to release, in any manner, the liability of the original Grantor and Grantor's successors in interest. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Grantor and Grantor's successors in interest.
8. Forbearance. Any forbearance by Beneficiary in exercising any rights or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.
9. Remedies. All remedies provided in the Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
10. Binding Effect. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Paragraph 14 hereof. All covenants and agreements of Grantor shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be given by mailing such notice, postage prepaid, addressed to Grantor at the address shown herein or such other address as Grantor may designate by notice to Beneficiary as provided herein, (b) any notice to Beneficiary shall be given by first-class mail, postage prepaid, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Beneficiary when given in the manner designated herein.
12. Form. This form of Deed of Trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.
13. Copies. Grantor shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

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RECORD REQUEST OF

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KATHY HILL