

Return Address:

GARY T. JONES  
Attorney at Law  
P.O. Box 1245  
Mount Vernon, WA 98273

KATHY HILL  
SKAGIT CO.

96 DEC 31 P2:42

RECORDED FILED  
REQUEST OF

93-12-  
9612310202

FIRST AMERICAN TITLE CO.  
50097-2

DEED OF TRUST

THIS DEED OF TRUST, made this 31 day of December, 1996, between HOUSING AUTHORITY OF SKAGIT COUNTY, a municipal corporation, GRANTOR, whose address is 2021 E. College Way, Mount Vernon, WA 98273, FIRST AMERICAN TITLE INSURANCE COMPANY OF SKAGIT COUNTY, a corporation, TRUSTEE, whose address is 1301-B Riverside Drive, Mount Vernon, WA 98273, and SKAGIT COUNTY, WASHINGTON, BENEFICIARY, whose address is Skagit County Administration Building, Mount Vernon, WA 98273.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

Lots 1, 2, 3, 4, 5, 7, 8, 9, and 10, Plat of "BLACKBERRY MEADOWS", as per plat recorded in Volume 16 of Plats, pages 147-148, records of Skagit County, Washington.

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 way appertaining, and the rents, issues, and profits thereof.

9612310202

BK1616PG0178

UNNOTED

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of up to Seven hundred fifty thousand and 00/100s Dollars (\$750,000.00), with interest, in accordance with the terms of a Contingent Loan Agreement, approved by Skagit County Resolution 16198, adopted June 11, 1996, whereby HOUSING AUTHORITY OF SKAGIT COUNTY'S Line of Credit Revenue Bond is guaranteed by SKAGIT COUNTY in a principal amount not to exceed Seven hundred fifty thousand and 00/100s dollars (\$750,000.00) at any one time outstanding for the purpose of providing funds for general Authority purposes, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions of credit guaranteed by SKAGIT COUNTY, 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 thereon 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 less than the guaranteed 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 insurance policies then in force shall pass to the purchaser 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 Beneficiary 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 forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. Grantor and Beneficiary anticipate the sale of lots secured by this Deed of Trust to low or moderate income qualified buyers in individual transactions following the placement of houses to be moved to the lots. In exchange for not more than Ninety three thousand seven hundred fifty and 00/100s (\$93,750.00.00) per lot, or such lesser amount as may be mutually acceptable to the Grantor and the Beneficiary, Beneficiary agrees to execute individual partial releases from this Deed of Trust for any lot or combination of lots requested by Grantor.
2. 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 the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
3. 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. 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.

5. Upon default by Grantor 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 at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, 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.

6. 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.

7. 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.

8. 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.

9. 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, and assigns. The term Beneficiary shall mean the holder and owner of the Line of Credit or Revenue Bond secured hereby, whether named as Beneficiary.

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HOUSING AUTHORITY OF  
SKAGIT COUNTY

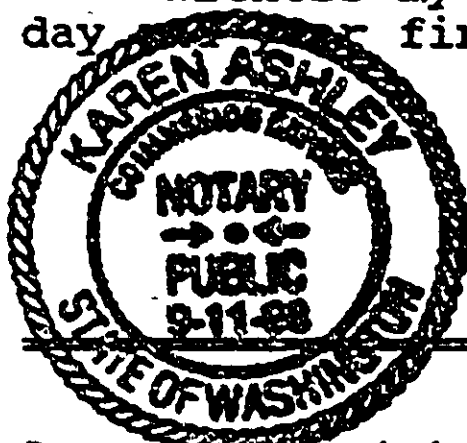
By: John M. Smith

JOHN SMITH

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 31st day of December, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN SMITH, to me known to be the Executive Director of HOUSING AUTHORITY OF SKAGIT COUNTY, 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day of December first above written.



Karen Ashley Karen Ashley  
Notary Public in and for the  
State of Washington, residing  
at: Seattle - Woolley  
My Commission Expires 9-11-98

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when Contingent Loan Agreement and Line of Credit Revenue Bond made pursuant to Resolution 16198 Skagit County, adopted June 11, 1996, has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the Bond and Guarantee and all other indebtedness secured by the within Deed of Trust. 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 obligation 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.

Dated: \_\_\_\_\_