

UNOFFICIAL DOCUMENT

103/13

KATHY HILL
SKAGWAY

'97 DEC 23 A9:32

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9712230016

RETURN TO:

Patrick M. Hayden
Attorney at Law
P. O. Box 454
Sedro-Woolley, WA 98284

FIRST AMERICAN TITLE CO.

SD 860-2

DOCUMENT TITLE(S) (or transactions contained herein):

Deed of Trust

GRANTOR(S) (Last name, first name and initials):

1. Sloniker, George
2. Sloniker, Joleen
- 3.
- 4.

ORIGINAL

GRANTEE(S) (Last name, first name and initials):

1. Shoemaker, Clyde E. (as Beneficiary)
2. Shoemaker, Claudia (as Beneficiary)
3. First American Title Co. (as Trustee)
- 4.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range).

(a) A portion of the N 1/2 of the N 1/2 of the SE 1/4 of the NE 1/4 of Section 13, Township 35 North, Range 4 E, W.M.

(b) A portion of the S 1/2 of the N 1/2 of the SE 1/4 of the NE 1/4 of Section 13, Township 35N., Range 4E, W.M.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

R36409, R36370, R36412

9712230016

BK 1747 PG 0337

Deed of Trust
(For Use in the State of Washington)

THIS DEED OF TRUST, made this 18 day of December, 1997, between GEORGE SLONIKER AND JOLEEN SLONIKER, HUSBAND AND WIFE, GRANTOR, whose address is 1110 North Township, Sedro-Woolley, WA 98284 and FIRST AMERICAN TITLE COMPANY, a California corporation as TRUSTEE, whose address is: 1301 - B Riverside Drive, PO Box 1667, Mount Vernon, WA 98273 and, CLYDE E. SHOEMAKER AND CLAUDIA SHOEMAKER, HUSBAND AND WIFE, BENEFICIARY, whose address is 2237 McMurray Ridge Lane, Mount Vernon, WA 98274.

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

Legally described on the attached *Schedule C*, incorporated herein by reference.

Assessor's Property Tax Parcel/Account Number(s): 350413-1-004-0004 (R36409); 350413-0-016-0101 (R36370); 350413-1-077-0001 (R36412)

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 in any wise appertaining, and the rents, issues and profits thereof.

The obligation secured hereby shall be due in full upon sale or conveyance of the real property described above, or any part thereof, at the option of Beneficiary or Beneficiary's assigns. Any waiver of this right by Beneficiary or Beneficiary's assigns in one instance shall not operate as a waiver in any subsequent instance.

This deed is for the purpose of securing performance of each agreement of grantors herein contained, and payments of the sum of One Hundred Seventy Thousand and no/100 Dollars (\$170,000.00) 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 of 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 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 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 costs 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 attorneys' 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. 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.

2. 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.

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 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 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.

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 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.

7. In the event of 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 upon any other Deed of Trust 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, 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 note secured hereby, whether or not named as Beneficiary herein.


George Sloniker


Joleen Sloniker

Order No. : 50860

SCHEDULE "C"

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel "A":

That portion of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 13, Township 35 North, Range 4 East, W.M., described as follows:

Commencing at the intersection of the West line of the road running along the East line of said subdivision and the South line of said subdivision; thence West along the South line of said subdivision to a point 867 feet East of the West line of said subdivision and the true point of beginning; thence continuing along the South line of said subdivision to the West line thereof; thence North along the West line of said subdivision to the North line thereof; thence East along said North line to a point on the West line of the East 1/2 of said subdivision; thence South along the said West line of the East 1/2 of said subdivision, a distance of 200 feet; thence East parallel to the South line of said subdivision to a point 867 feet East of the West line thereof; thence South to the point of beginning.

Parcel "B":

The South 130 feet of the North 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 13, Township 35 North, Range 4 East, W.M., EXCEPT road.

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