

10
WHEN RECORDED RETURN TO:

KATHY HILL
SKAGIT COUNTY RECORDER

Name: ISLAND TITLE COMPANY
Address: P. O. BOX 1228
City, State, Zip: Anacortes, WA 98221

99 JUN 29 P3:45

RECORDED _____ FILED _____
REQUEST OF _____

 **Island Title Company**
SA-18615

9906290124 AE-6349J

SECOND

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 24th day of June, 19 99, between
MICHAEL L. KELLEY and SHERYL L. KELLEY, husband & wife, GRANTOR,

whose address is 13706 Islewood Drive, Anacortes, WA 98221
ISLAND TITLE COMPANY, a Washington corporation, 770 NE Midway Boulevard, Oak Harbor, Washington
98277, TRUSTEE, and

JACK MAYER and ANITA MAYER, husband & wife, BENEFICIARY,

whose address is 13562 Islewood Drive, Anacortes, WA 98221
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 2 of Short Plat No. 91-064, approved October 21, 1991 and
Recorded November 4, 1991 in Volume 10 of Short Plats, pages
22 and 23 under Auditor's File No. 9111040048, being a portion
of the Northeast quarter of the Southwest quarter of Section 11,
Township 34, Range 1 East of the Willamette Meridian.~~

~~Situated in Skagit County, Washington.~~

~~**SEE ATTACHED CORRECTED LEGAL DESCRIPTION**~~

Tax Account Number: 340111-3-026-0006 (R19139)
340111-3-001-0100 (R109020)

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and
appurtenances now or hereafter thereto 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 (\$ 20,000.00)

****TWENTY THOUSAND AND NO/100** _____ Dollars **

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 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 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.

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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. 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 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. 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.

MICHAEL L. KELLEY

SHERYL L. KELLEY

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

ss.

On this day personally appeared before me

Michael L. & Sheryl L. Kelley

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

24 GIVEN under my hand and official seal this June 19 99

Notary Public in and for the State of Washington,
residing at Verlton

My Commission expires 7/15/01

STATE OF WASHINGTON)

COUNTY OF _____)

ss.

On this _____ day of _____, 19 _____
before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

and _____
to me known to be the _____ President and _____
Secretary, respectfully, of _____
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 _____ 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 and year first above written.

Notary Public in and for the State of Washington,
residing at _____

My Commission expires _____

REQUEST FOR FULL RECONVEYANCE

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

TO: TRUSTEE,

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 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 Deed of Trust, all the estate now held by you thereunder.

Dated _____, 19 _____

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EXHIBIT "A"

PARCEL A:

A portion of Lot 1 of Short Plat No. 91-064, approved October 21, 1991 and Recorded November 4, 1991 in Volume 10 of Short Plats, pages 22 and 23 under Auditor's File No. 9111040048, being a portion of the Northeast quarter of the Southwest quarter of Section 11, Township 34, Range 1 East of the Willamette Meridian described as follows:

Beginning at the Southwest corner of Lot 2 of said Short Plat No. 91-064; thence North 4°09'09" East along the Westerly line of said Lot 2 a distance of 202.71 feet; thence North 89°11'58" West a distance of 110.52 feet to the Westerly line of Lot 1 of said Short Plat No. 91-064; thence South 3°03'20" West along the Westerly line of said Lot 1 a distance of 202.52 feet to the South line of said Short Plat No. 91-064; thence South 89°11'58" East along the South line of said Short Plat a distance of 106.64 feet to the point of beginning.

PARCEL B:

A portion of Lot 1 of Short Plat No. 91-064, approved October 21, 1991 and Recorded November 4, 1991 in Volume 10 of Short Plats, pages 22 and 23 under Auditor's File No. 9111040048, being a portion of the Northeast quarter of the Southwest quarter of Section 11, Township 34, Range 1 East of the Willamette Meridian described as follows:

Commencing at the Southwest corner of Lot 2 of said Short Plat No. 91-064; thence North 4°09'09" East along the Westerly line of said Lot 2, a distance of 202.71 feet to the true point of beginning; thence South 89°11'58" East along the Northerly line of said Lot 2 a distance of 258.49 feet; thence North 4°09'09" East along the Westerly line of said Lot 2 a distance of 247.29 feet to the Northwestern corner of said Lot 2; thence North 89°11'58" West a distance of 2.35 feet; thence South 37°37'34" West a distance of 144.87 feet; thence South 55°20'14" West a distance of 225.61 feet to the true point of beginning.

PARCEL C:

Lot 2 of Short Plat No. 91-064, approved October 21, 1991 and Recorded November 4, 1991 in Volume 10 of Short Plats, pages 22 and 23 under Auditor's File No. 9111040048, being a portion of the Northeast quarter of the Southwest quarter of Section 11, Township 34, Range 1 East of the Willamette Meridian.

- END OF EXHIBIT "A" -

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