

When Recorded Return To:

Housing Authority of Skagit County  
24854 C. H. Jones Memorial Circle, #1  
Sedro-Woolley, WA 98284



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## DEED OF TRUST

Grantor (Borrower): Janice Mae Engan  
Grantee (Lender): The Opportunity Council  
Grantee (Trustee): First American Title of Skagit County  
Legal Description: BARING'S ADD TO ANA. LTS 10 TO 12 BLK 1906 TGW NLY ½  
VAC ALLEY ADJ ORD#1727  
Assessor's Tax Parcel ID#: P56564 FIRST AMERICAN TITLE CO.  
57551  
Recording Nos. of Documents Released or Assigned:

THIS DEED OF TRUST is made this 16<sup>th</sup> day of August, 1999, between Janice Mae Engan, as Grantor, whose address is 4407 Oakes Ave., Anacortes, WA 98221, First American Title of Skagit County, as Trustee, whose address is 1301-B Riverside Dr. Mt. Vernon WA 98273, and The Opportunity Council, as Lender, whose address is 314 E. Holly, Bellingham, Washington 98225.

- Grant.** Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale the real property located in Skagit County, Washington described as: BARING'S ADD TO ANA. LTS 10 TO 12 BLK 1906 TGW NLY ½ VAC ALLEY ADJ ORD#1727 according to the plat thereof, recorded in Skagit County, Washington, (the "Property") together with all tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments and appurtenances belonging or in any way pertaining to the Property, and the rents issues and profits thereof. Said Property is not used principally, or at all, for agriculture or farming purposes.
- Obligations Secured.** This deed is given for the purpose of securing payment of a loan (the "Loan") in the amount not to exceed TWENTY FOUR THOUSAND NINE HUNDRED NINETY-NINE AND N ONE HUNDREDTHS DOLLARS (\$24,999) payable by the Grantor to the Beneficiary pursuant to HOME Investment Partnership Program (HOME) Program Loan Number 98-028 between Granter and Beneficiary, as now or hereafter amended, securing performance of each term and condition of said Loan.

2.1 Payments

2.1(A) Deferral

Provided that the Grantor complies with the terms of the Deed of Trust securing this obligation, the amount due and payable under this Deed of Trust shall be deferred for a fifteen (15) year period and then fifteen (15) more years to pay the amount back. This shall only be accelerated and become due should one of the following events take place:

- (1) The property is sold or transferred to a third party, this would include transfer as a result of death or divorce;
- (2) I no longer occupy the property as my principal residence;
- (3) I rent the property for any reason; or
- (4) I refinance the property.

Repayment of the Loan principal only will be due upon sale, refinance, change of ownership, change of use, or fifteen (15) years after execution of the Lender's Deed of Trust and Promissory Note, whichever occurs first.

The indebtedness evidenced by this Deed of Trust, and any other financial obligation which may hereafter be imposed on me by the Lender, is subordinate to the indebtedness evidenced by a note(s) payable to a senior lender(s), which note(s) is secured by a Deed(s) of Trust on the Property.

2.1(B) Acceleration Clause

In the event one of the circumstances described above (items A1-4) take place which shall accelerate the obligation under this Deed of Trust, all principal shall be due and payable in full.

2.1(C) Amortization

Upon completion of the fifteen (15) year deferral period, the Loan balance, including principal only shall be amortized. The amortization period shall be fifteen (15) years, with annual payments beginning on December 31 of the year following completion of the fifteen (15) year deferral period and thereafter for fourteen (14) additional consecutive years, due each December 31 with final loan payment completed by December 31 of the fifteenth (15) year following completion of the deferral period. The annual payment amount shall be calculated upon amortization of the loan balance.

2.1(D) Repayments

Repayments shall be made to the Lender and deposited to the Lender's HOME investment Trust Account.

3. **Protection of Security.** To protect the security of this Deed of Trust, Grantor covenants and agrees:

3.1 To keep the Property in good condition and repair: to permit no waste thereof; to complete any building, structure or improvement therein which may be damaged or



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destroyed; and to comply with all laws, ordinances, conditions and restriction affecting the property.

3.2 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.

3.3 To keep all buildings now or hereafter on the Property continuously insured against loss by fire or other hazards in an amount not less than the replacement cost of the Property. 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, and subject to the rights of the Beneficiary or beneficiaries of any senior deed of trust, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

3.4 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 reasonable amount, in any such proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

3.5 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.

3.6 Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, Beneficiary may pay the same, and the amount so paid shall be added to and become a part of the debt secured by this Deed of Trust.

4. **General Conditions.** The parties hereto agree that

4.1 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 this obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

4.2 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.

4.3 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 Beneficiary. or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4.4 Power of Sale. Pursuant to Chapter 61.24 of the Revised Codes of Washington and upon default by Grantor without timely cure and after written notice of thirty (30) days 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. In such event and upon written notice of Beneficiary, the property shall be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest



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bidder. Any person may bid at the Trustee's sale. Subject to the rights of the Beneficiary or Beneficiaries of any senior deed of trust, the proceeds of the sale shall be applied 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 person or persons entitled thereto.

4.5 A 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 the execution of this Deed of Trust, and such as Grantor 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 a bona fide purchaser for value.

4.6 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.

4.7 Beneficiary may at any time appoint or discharge the Trustee.

4.8 This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns. The terms "Grantor," "Trustee," and "Beneficiary" include their successors and assigns.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

By: Janice Mae Engan  
Print Name: Janice Mae Engan

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF SKAGIT        )

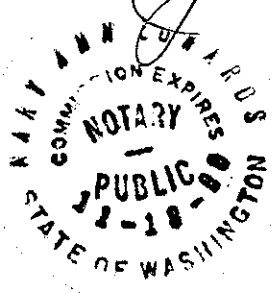
I certify that I know or have satisfactory evidence that Janice Mae Engan is/are the person(s) who appear(s) before me and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it to be free and voluntary action of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 16<sup>th</sup> day of August, 1999

Mary Anne Edwards Notary Public

My appointment expires: Nov. 18, 2000

**REQUEST FOR FULL RECONVEYANCE**



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**TO BE USED ONLY WHEN ALL OBLIGATIONS HAVE BEEN PAID AND ALL  
DUTIES PERFORMED UNDER THIS DEED OF TRUST.**

TO: TRUSTEE:

The undersigned as the party entitled to the performance, benefits, duties, and payments under the Minor Home Repair Program (MHRP) Loan Number (none) between Grantor and Beneficiary which is secured by this Deed of Trust and other legal documents.

The obligations thus secured have been fully paid duties performed 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 evidence of indebtedness secured by said Deed of Trust delivered to you with 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 hereunder.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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UNOFFICIAL DOCUMENT

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

Lots 10, 11 and 12, Block 1906, "BARING ADDITION TO ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 20, records of Skagit County, Washington; TOGETHER WITH that portion of the vacated alley adjoining the Southerly line of said lots which has reverted to said premises by operation of law.



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