WHEN RECORDED RETURN TO:

Kathy Hill, Skagit County Auditor 9/8/1999 Page 1 of 2 3:24:53PM

Name MIKE & CLAUDIA PEARL Address: 6421 CAMPBELLAKE RD City, State, Zip ANACORTES WA



Island Title Company

Deed of Trust
(For Use in the State of Washington Only)
THIS DEED OF TRUST, made this 12th day of AUGUST July , 19 98, between
LARRY AND CLAIRE PINNOW GRANTOR,
whose address is 1312 35th ST., ANACORTES, WA 98221
ISLAND TITLE COMPANY, a Washington corporation, 770 NE Midway Boulevard, Oak Harbor, Washington
98277, TRUSTEE, and
MIKE AND FOR CLAUDIA PEARL
, BENEFICIARY,
whose address is 6421 CAMPBELL LAKE RD, 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:
HOUSE AND PROPERTY KNOWN AS:
1110 204 ST. ANACORTES, WA. 98221
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map of the City of Anarostes,
map of the City of Anarostes,
map of the City of Anarostes, recorded in Dolume 2 of Plats page 4, records of Stagis
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page 7, reconstruction
County, washington.
Tax Account Number: 3772-049-016-0009
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 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 (\$\frac{7,000.00}{\text{000}}\)
SEVEN THOUSAND 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.
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- 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 not be the proceedings to the proceedings to foreclosure sale. 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. 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 bereby, whether or not named as Beneficiary herein.

STATE OF WASHINGTON)		STATE OF WASHINGTON)
amost	ss.	ss.
COUNTY OF SKAGIT)		COUNTY OF)
On this day personally appea	red before me	On this day of, 19
Larry + Claim Pinnow		before me, the undersigned, a Notary Public in and for the State of
		Washington, duly commissioned and sworn, personally appeared
to me known to be the individual d		
executed the within and foregoing acknowledged that They	ng instrument, and signed the same	to me known to be the President and
	ree and voluntary act	
and deed, for the uses and purposes the		Secretary, respectfully, of the corporation that executed the foregoing instrument, and
the botto, ior the botto the proposition		acknowledged the said instrument to be the free and voluntary act and
	45	sided of said corporation, for the uses and purposes therein mentioned,
A GIVEN under my hand and	official seal this	whild on oath stated that authorized to execute the
A day of Sligh	official seal this	While the seal affixed is the corporate seal of said
•	The state of the s	NS corporation 72 "
11000 1110.0	1 V	NOTADW aness my hand and omedal seal hereto amixed the day and year
MOYU XXXX	$\omega o = 0$	_first_above written
Notary Public in and for the State of W	ashington,	first above written: PUBLIC Notary Rablic in and for the State of Washington. **Less Washington expires**
residing at ME LOYNON	×	Notary Rublic in and for the State of Washington,
Mu Commission avains 4	3) (2)	· Jegiginte at 🗸 .
My Commission expires	20/ Jan 19 19 19 19 19 19 19 19 19 19 19 19 19	Wy Cournession expires
	•••	1444.3334
	REQUEST FOR	FULL RECONVEYANCE
		used only when note has been paid.
TO: TRUSTEE,		
		and all other indebtedness secured by the within Deed of Trust. Said note, together
		y paid and satisfied, and you are hereby requested and directed, on payment to you of
		said note above mentioned, and all other evidences of indebtedness secured by said 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		of Trust, and to reconvey, without warrantly, to the parties designated by the terms of
	,	
Dated	, 19	<u> </u>