

Kathy Hill, Skagit County Auditor

199910140108



Mail to:  
OLYMPIC COAST INVESTMENT, INC.  
11222 Roosevelt Way N.E.  
Seattle, WA 98125

99108

ISLAND TITLE COMPANY

SA-19148

DEED OF TRUST

THIS DEED OF TRUST, made this 8th day of October, 1999 between Alan Johnson, an unmarried individual, Grantor whose address is 1201 4th Street, Anacortes, WA 98221

and Island Title Company

whose address is 3110 Commercial Avenue, Suite 101, Anacortes, WA 98221

and OLYMPIC COAST INVESTMENT, INC., A WASHINGTON CORPORATION, Beneficiary whose

address is 11222 Roosevelt Way N.E., Seattle, WA 98125.

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

Lot 3, Block 72, Map of the City of Anacortes, according to the plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington. Situate in Skagit County, Washington. Tax Account No. 3772-072-003-0000

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter therunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purposes of securing performance of each agreement of grantor herein contained, and payment of the sum of SIXTY THREE THOUSAND TWO HUNDRED AND NO/100 Dollars (\$63,200.00) with interest thereon at such rate as shall be agreed upon.

To protect the security of the 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. Each Grantor further covenants to keep all buildings, improvements, or fixtures that may be upon the premises insured against loss or damage by fire and to provide such other kinds and amounts of insurance as in the Beneficiary's judgment shall be adequate to protect the Deed of Trust property. All insurance policies shall be carried in a company or companies acceptable to the Beneficiary, and shall be deposited with Beneficiary. The Grantor shall pay all premiums as they become due. Thirty days or more prior to the expiration of any insurance policy Grantor shall deliver to Beneficiary a three year prepaid renewal thereof.



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 thereof 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 secured or to declare default for failure to so pay.
3. The Trustees shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on 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 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 purchasers 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 or 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, injures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term

**IT IS MUTUALLY AGREED THAT:**

1. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property herein above 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.
2. 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.
3. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
4. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property herein above 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.



Mail reconveyance to \_\_\_\_\_

Dated \_\_\_\_\_, 19\_\_\_\_

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, and delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

TO TRUSTEE:

**REQUEST FOR FULL RECONVEYANCE**  
Do not record. To be used only when note has been paid.

Notary Public in & for the State of Washington  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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 \_\_\_\_\_, to me known to be \_\_\_\_\_ and 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 for said corporation.  
Witness my hand and official seal hereto affixed the day and year first above written.

County of \_\_\_\_\_ )  
( ss. \_\_\_\_\_ )

Notary Public & for the State of Washington  
residing at Bothell  
My Commission expires: 6-9-02



On this 8<sup>th</sup> day of October, 1999, before me personally appeared Alan Johnson to me known to be the person(s) who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned. GIVEN under my hand and official seal the date first written above.

STATE OF WASHINGTON )  
( ss. King )  
County of \_\_\_\_\_ )

Alan Johnson  
\_\_\_\_\_  
Beneficiary herein

Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

DEED OF TRUST RIDER

1. Security Agreement. The Grantor also hereby grants to the Beneficiary a security interest in all of the following described personal property, which is hereby deemed to be real property, and which may be foreclosed on as real property, whether now or hereafter existing, and in which the Grantor now has or hereafter obtains any right, title, estate or interest, and in the rents, revenues, issues, and profits therefrom:

a. All personal property located on the real property (hereafter the "Real Property") described by this deed of trust and used or intended for use in the operation or occupancy of the Real Property, including but not limited to, all appliances, furniture, furnishings, inventory, equipment, building materials and supplies, together with all present and future attachments, parts, fixtures, special tools, accessories, and equipment thereto and all accessories, additions, and improvements thereto, substitutions and replacements thereof, and all products and proceeds thereof, and

b. All planner, architect, engineer or contractor contracts, work product, plans and specifications, market feasibility reports, appraisals or the like, now or hereafter entered into or prepared or used or intended for use in connection with the Real Property, now existing or hereafter arising, and in all proceeds thereof;

c. All applications, application materials, and approvals for the development of the Real Property, both governmental and non-governmental, and matters related thereto. "Development" includes any activity that requires a permit or approval of any type related to the Real Property, including but not limited to a building permit, grading permit, shoreline substantial development permit, conditional use permit, special use permit, zoning variance or reclassification, comprehensive plan amendment or revision, subdivision, short subdivision, urban planned development, building site plan, commercial site development permit, right-of-way use permit, forest practices permit, certificate of water and sewer availability, developer extension agreement, and all payments made for applications and approvals for the development of the Real Property. "Application Materials" includes any document, study, evaluation and the like prepared in whole or part for any development or permit related to the Real Property, including but not limited to traffic, soil, wildlife, engineering, architecture, environmental, environmental assessment, and economic.

2. Assignment of Rents. All rents, issues, income and profits derived from the Real Property are hereby unconditionally and irrevocably assigned to Beneficiary. In the event of a default hereunder, Beneficiary shall have the rights, without notice, to enter upon and take possession of the Real Property, to demand, collect, and receive all of the rents and revenues which may now be due and unpaid and which may hereafter become due, to institute and carry on all legal proceedings necessary for the protection of the Real Property, including such proceedings as may be necessary to recover possession of the whole or any part of the Real Property, to institute and prosecute any and all actions for the collection of rents and other revenues from the property which may now be due and unpaid and which may hereafter become due, to pay the costs and summary proceedings for the removal of any persons from the Real Property, to pay the costs and expenses of all such suits and proceedings out of the rents and other revenues received.

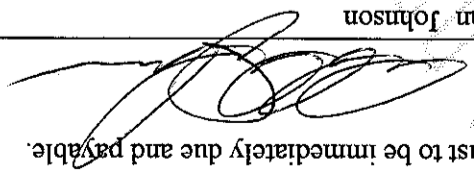
3. Receivership. Should Grantor default, Beneficiary may, at his options and without notice of such election, have a receiver appointed as a matter of right, or may exercise all rights of a receiver as a mortgagee-in-possession. Such receiver shall have the power to collect the rents, income, and revenues of the Real Property and all other powers which may be necessary or usual in such cases for the protection, possession, control, management, and operation of the Real Property, including completion of any construction in progress on the Real Property. If the revenues produced by the Real Property are insufficient to pay expenses, the receiver may borrow from Beneficiary or otherwise, or Beneficiary may borrow or advance such sums as it deems necessary for the purposes stated in this section, and repayment of such sums shall be secured by this deed of trust. The amounts borrowed or advanced shall bear interest at the default rate provided in the note from the date of expenditure until repaid and shall be payable by Grantor to Beneficiary on demand.

4. Due-On Sale. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the



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death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

  
Alan Johnson

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UNOFFICIAL DOCUMENT