



199911190052

Kathy Hill, Skagit County Auditor

11/19/1999 Page 1 of 3 11:41:05AM

WHEN RECORDED RETURN TO

Name SPAULDING & ASSOCIATES

Address 2815 COLBY #302

City, State, Zip EVERETT WA 98201

DEED OF TRUST

THIS DEED OF TRUST, made this 17th day of August, 1999, between ALAN GILLIHAN, GRANTOR, whose address is 815 124th Street SW, #123, Everett, Washington 98208, ROBERT N. GETZ, Attorney at Law, TRUSTEE, whose address is 3102 Rockefeller Avenue, Everett, Washington 98201, and SHARON GILLIHAN, BENEFICIARY, whose address is ~~P. O. Box 637, Detroit, OR 97342,~~ WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, as security only for the debt he owes his ex-wife, Sharon Gillihan, the following described real property in Skagit County, Washington:

LOT 90, CEDARGROVE ON THE SKAGIT

Tax parcel number 3877-006-090-0013

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

This deed is for the purpose of the property settlement in the matter of the Decree of Dissolution, Snohomish County Cause No. 97-3-00497-9, securing performance of Grantor on a promissory note. This Deed of Trust shall only apply to the interest in the property held by Alan Gillihan, and shall not encumber any other parties' interest in the property.

To protect the security of this Deed of Trust, Grantor covenants and agrees that upon the mutually agreed sale of said property, the Grantor's obligation to the Beneficiary shall be taken out of the Grantor's share of sale proceeds.

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.

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 encumbrancers 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.

DATED this 17th day of August, 1999


ALAN GILLIHAN



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