

When Recorded Return To:

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



199912030057

Kathy Hill, Skagit County Auditor  
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**DEED OF TRUST**

Grantor (Borrower): Viola A. Knutzen  
Grantee (Lender): The Opportunity Council  
Grantee (Trustee): First American Title Company of Skagit County  
Legal Description: Lot 5 and East ½ Lot 4, Block 19 "Town of Sedro"  
Assessor's Tax Parcel ID#: P75503 41149-019-005-0009  
Recording Nos. of Documents Released or Assigned:

FIRST AMERICAN TITLE CO.  
60985

THIS DEED OF TRUST is made this 2nd day of December, 1999, between Viola A. Knutzen, as **Grantor**, whose address is 811 Fidalgo Street, Sedro-Woolley, WA 98284, **First American Title Company 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.

1. **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:

Lot 5 and East ½ Lot 4, Block 19 "Town of Sedro"

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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.

2. **Obligations Secured.** This deed is given for the purpose of securing payment of a loan (the "Loan") in the amount of fifteen thousand and no one-hundredths dollars (\$15,000) payable by the Grantor to the Beneficiary pursuant to Housing Trust Fund Home Repair Program Loan Number 99-024 between Grantor and Beneficiary, as now or hereafter amended, securing performance of each term and condition of said Loan.

## 2.1 Payments

### 2.1(A)

The amount due and payable under this Deed of Trust shall begin one year from final signing of the Deed of Trust for thirty years (one payment per year for thirty years). 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) Grantor no longer occupy the property as their principal residence;
- (3) Grantor rents the property for any reason: or
- (4) At the Lender's option, if the Grantor refinances the property.

Repayment of the loan principal only will be due and payable in full upon sale, change of ownership, change of use, or at Lender's option, refinance.

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) Repayments

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

### 2.1(C) Transfer of the Property; Assumption

The Lender may, at the Lender's option, release the Grantor from all obligations under this Deed of Trust and the Note if, prior to the sale or transfer of the Property, the Lender and the person to whom the Property is to be sold or transferred agree in writing that such person is eligible to assume such obligations, based upon the policies of the Housing Trust Fund Repair Program under which this Loan was secured, and if the Grantor's successor in interest has executed a written assumption agreement accepted in writing by the Lender.

## 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 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.



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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 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.



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

By: *Viola A. Knutzen*

Print Name: Viola A. Knutzen

By: \_\_\_\_\_

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

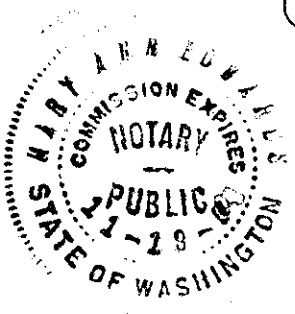
STATE OF WASHINGTON      )  
  ) ss.  
COUNTY OF SKAGIT        )

I certify that I know or have satisfactory evidence that Viola A. Knutzen 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 2 day of Dec, 1999

*Mary Ann Edwards* Notary Public

My appointment expires: 11-18-2000



**REQUEST FOR FULL RECONVEYANCE**

**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 Housing Trust Fund Home Repair Program Loan Number \_\_\_\_\_ 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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SCHEDULE "C"

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

Lot 5 and the East 1/2 of Lot 4, Block 19, "PLAT OF THE TOWN OF  
SEDRO" according to the plat thereof recorded in Volume 1 of  
Plats, page 17, records of Skagit County, Washington.



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