



200001200026

Kathy Hill, Skagit County Auditor

1/20/2000 Page 1 of 4 10:08:22AM

AFTER RECORDING MAIL TO:

Name **HAROLD W. VANDERPOL, THEA G. VANDERPOL**

Address **41866 MOUNTAIN VIEW LANE**

City, State, Zip **SEDRO WOOLLEY, WA 98284**

**00061301**

Filed for Record at Request of First American Title of Skagit County

FIRST AMERICAN TITLE CO.

### DEED OF TRUST

(For use in the state of Washington only)

61301 E-2

THIS DEED OF TRUST, made this 14th day of January, 2000, between **KATHRYN MARY BARRY, A Single Woman, GRANTOR**, whose address is **16088 MCLEAN RD NO. 36, MOUNT VERNON, WA 98273-9258, First American Title Company**, a corporation, **TRUSTEE**, whose address is **PO Box 1667, Mt. Vernon, WA 98273**, and **HAROLD & THEA VANDERPOL husband and wife, BENEFICIARY**, whose address is

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

see attached legal description

ALSO:

THAT CERTAIN MOBILE HOME 1975 SAFEWAY 64 X 24 VIN LS5894

**ABBREVIATED LEGAL: PTN. LOTS 1 AND 2, BLOCK I CAPE HORN ON THE SKAGIT**

This property may not sold or transferred without Beneficiary's consent, which consent shall not be unreasonably withheld. Breach of this provision will result in all sums secured by this Deed of Trust becoming immediately due and payable at the option of the Beneficiary, except this option may not be exercised if prohibited by applicable law.

Assessor's Property Tax Parcel Account Number(s): **3868-009-001-0005 R63155**

which real property is not used principally for agricultural or farming purposes, together with all 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 **Seventy Thousand And 00/100 Dollars (\$70,000.00)** 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.

To protect the security of this 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. 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.
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.

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

Lots 1 and 2, Block "I" of "CAPE HORN ON THE SKAGIT" as per  
plat recorded in Volume 8 of Plats, pages 92 through 97,  
inclusive, records of Skagit County; EXCEPT the Northeasterly  
100 feet thereof, the Southwesterly line of said Northeasterly  
100 feet being measured parallel with and 100 feet  
Southwesterly of the Northeasterly line of said Lots 1 and 2;

TOGETHER WITH a non-exclusive easement for ingress, egress and  
building setback purposes over, across and under the  
Southwesterly 12 feet of the Northwesterly 150 feet of said  
excepted Northeasterly 150 feet;

ALSO, TOGETHER WITH a non-exclusive 10 foot wide easement for  
waterline purposes centered upon the existing waterline which  
runs approximately across said excepted Northeasterly 100 feet  
along the original line between said Lots 1 and 2.

This deed of trust is subject to existing Deeds of Trust wherein  
Skagit State Bank is beneficiary and beneficiaries herein are the  
Grantors, which Deeds of Trust are dated October 7, 1994, and recorded  
October 13, 1994 under Auditors File No.'s: 9410130083 and 9410130084,  
reflecting an original amount of \$64,170.63 each, payable by the  
beneficiaries herein. Should the beneficiary default in any of the  
installments due on the note secured by said Deeds of Trust, the Grantor  
herein may make such payments directly to Skagit State Bank, and all  
such payments shall be credited to the unpaid balances of the note secured  
by this deed of trust.



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 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 so 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 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 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.

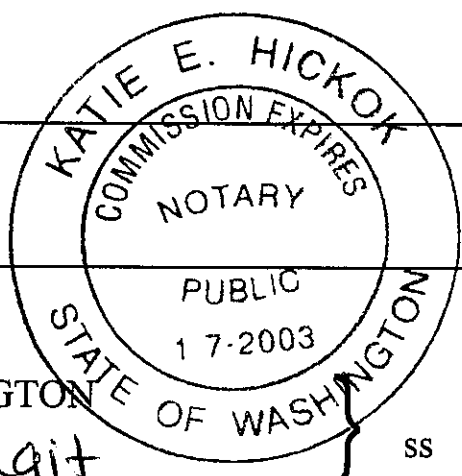
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed 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, inures 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 Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

STATE OF WASHINGTON  
COUNTY OF Skagit



Kathryn Mary Barry  
KATHRYN MARY BARRY

I certify that I know or have satisfactory evidence that **KATHRYN MARY BARRY** is the person who appeared before me, and said person acknowledged that ~~he/she~~ they signed this instrument and acknowledged it to be ~~his/her~~ their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated:

Katie E. Hickok  
Notary Public in and for the State of Washington  
Residing at Mt Vernon  
My appointment expires: 1-7-2003

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

TO: TRUSTEE

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, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the 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 thereunder.

Dated



RIDER TO DEED OF TRUST

This is an all-inclusive Deed of Trust, securing a Promissory Note with an original principal amount of \$70,000.00 (hereinafter referred to as the "Note") which includes within such amount the unpaid principal amount of a promissory Note with a principal amount of approx. \$47,500.00. This latter promissory Note is secured by a single Deed of Trust in favor of

(said promissory Note and Deed of Trust hereinafter referred to as the "obligation"). At all times, the equity of the payee of this Note shall be the difference between the unpaid balance of this note and the unpaid balance of the Note secured by the first Deed of Trust and is subject to the right of offset as set forth therein.

Beneficiary does hereby agree with Grantor to discharge the "obligation" in accordance with its terms and to indemnify, defend and hold Grantor harmless from any liability resulting from the failure of the Beneficiary to so discharge the "obligation". Grantor may, at his option and regardless of any default by Beneficiary, pay and discharge the "obligation" as the same becomes due and credit any and all such payments against the payments next becoming due under the "Note".

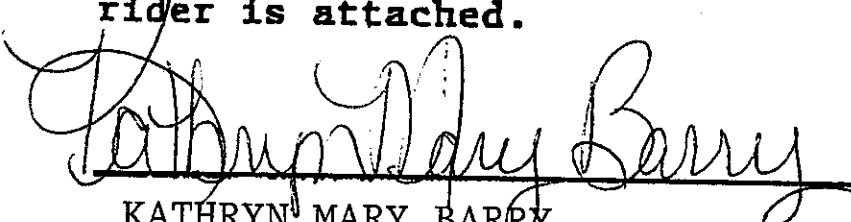
If Beneficiary defaults in his duty to discharge the "obligation", Grantor shall have the right at his option to cure Beneficiary's default by taking any action necessary to do so, including, without limitation, making payments (including but not limited to principal, interest, penalties and attorneys fees) and, in the event of each such curing, shall have alternatively at its option, the right to credit any and all such payments (including interest at the rate of 10% per annum on such payments commencing from the date advanced) against the payments (whether principal or interest or a combination of both) next becoming due under the "Note" or the right of immediate recovery from Beneficiary of the amount of such payments (including interest thereon as specified above).

The Grantor shall not be required under the terms of this Deed of Trust to procure fire insurance in any amount in excess of \$ . All fire and other insurance proceeds and any award of damage for any injury to or in connection with any condemnation for public use of said property or any portion thereof received and retained by the Beneficiary under this Deed of Trust or the Beneficiary under the "obligation" shall be applied against the "obligation" and shall result in a reduction in the like amount against the indebtedness due on the "Note". In the event the Grantor prepays principal on the "Note", such prepayment shall be applied against the "obligation".

Beneficiary agrees to request, at Grantor's expense, not less than annually, a beneficiary statement from the beneficiary of the "obligation" showing the unpaid balance of principal and interest under the "obligation" and to forward a copy of the same to the Grantor.

Irrespective of any provision of this Deed of Trust to the contrary notwithstanding, any claim or demand for sale delivered to the Trustee for foreclosure of this Deed of Trust shall be reduced by such unpaid balances, if any, of principal, interest and charges existing upon the "obligation" as exists at the time of the Trustee's sale upon such foreclosure, satisfactory evidence of which unpaid balance must be submitted to Trustee prior to such sale.

Executed as of the same date and year as the Deed of Trust to which this rider is attached.

  
KATHRYN MARY BARRY

  
Harold W. Vanderpol

  
Thea G. Vanderpol



200001200026

Kathy Hill, Skagit County Auditor

1/20/2000 Page 4 of 4 10:08:22AM