WHEN RECORDED RETURN TO

Name Gerald L. Robbins
Address 5815 Ewings Court

City, State, Zip. Bow, Wa. 98232

200004190066 Kathy Hill, Skagit County Auditor 4/19/2000 Page 1 of 2 1:02:45PM



Land Title Company

FILED FOR RECORD AT REQUEST OF

Tax Parcel No. 4099-014-008-0114 P72997

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made thisday ofApril, 2000	, between
Frank Liddell and Chelan Liddell, his wife	, GRANTOR,
whose address is 5815 Ewings Court, Bow, Wa. 98232	,
LAND TITLE COMPANY OF SKAGIT COUNTY, a corporation, TRUSTEE	, whose address is
P.O. Box 445, Burlington, Washington, and Gerald L. Robbins and	
Doris T. Robbins, husband and wife	., BENEFICIARY,
whose address is 5815 Ewings Court, Bow, Wa. 98232	,
WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with	n power of sale, the
following described real property inSkagit	ounty, Washington:
That portion of Lot 8, Block 14, HALLER'S SECOND ADITO EDISON", as per plat recorded in Volume 2 of Plat 87, records of Skagit County, Washington, described	s, page
Beginning aththe Southwest corner of said Lot 8; the along the West line of said Lot 8, 120 feet; thence to the East line of said Lot 8; thence South along the line of said Lot 8 to the Southwest corner thereof; Southwesterly along the South line of said Lot 8 to point of beginning.	due East the East thence

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.

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.

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- 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 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.

PUBLIC 70-12-03: CO	
STATE OF WASHINGTON State of Washington	STATE OF WASHINGTON COUNTY OF
On this day personally appeared before me Frank and Chelan Liddell to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned: 74GIVEN under my hand and official seal this day of April 2000 Natural Public in 121 for the Cross of Washington	On this
Notary Public in and for the State of Washington, residing at Education My appointment expires:	Notary Public in and for the State of Washington, residing at

	REQUEST Do not record. 1	FOR FULL RECON To be used only when not	VEYANCE e has been paid.
TO: TRUSTEE			•
The undersigned is th	ie legal owner and hold	der of the note and all other ir	debtedness secured by the within Deed of Trust.
hereby requested and dire said note above mentione	cted, on payment to you d, and all other evidence d of Trust, and to reco	ou of any sums owing to you ces of indebtedness secured bonvey, without warranty to the	t, has been fully paid and satisfied; and you are under the terms of said Deed of Trust, to cancel by said Deed of Trust delivered to you herewith, e parties designated by the terms of said Deed of
Dated			
			200004190066 Kathy Hill, Skagit County Auditor

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