

AFTER RECORDING MAIL TO:

Name,  
Address  
City, State, Zip  
**00062929**

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



200008280043  
Kathy Hill, Skagit County Auditor  
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## DEED OF TRUST

(For use in the state of Washington only)

FIRST AMERICAN TITLE CO.

62929 E

THIS DEED OF TRUST, made this 23rd day of August, 2000, between EDWARD L. FAGAN and SHIRLEY M FAGAN, Husband and Wife, GRANTOR, whose address is 23297 SILVERNAIL ROAD, MOUNT VERNON, WA 98273, First American Title of Skagit County, a California corporation, TRUSTEE, whose address is P.O. Box 1667, Mount Vernon, WA 98273, and TRANSPORT FEDERAL CREDIT UNION, BENEFICIARY, whose address is 930 South 336th Street, Federal Way, WA 98093-1990, .

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

Lot 1, Short Plat #37-86, approved October 24, 1986, recorded October 28, 1986 in Volume 7 of Short Plats, page 129, under Auditor's File No. 8610280010, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Northeast 1/4 in Section 32, Township 33 North, Range 4 East, W.M.

**ABBREVIATED LEGAL: Section 32, Township 33, Range 4; Ptn. SW - NE**

**aka Lot 1 Short Plat 37-86**

Assessor's Property Tax Parcel Account Number(s): 330432-1-012-0003 R17613

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 Sixteen Thousand Two Hundred Twenty Six and 63/100 Dollars (\$16,242.87) 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.
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.

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.

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.

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.

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.

Edward L. Fagan By  
**EDWARD L. FAGAN**

Shirley M. Fagan POA  
Shirley M. Fagan.  
**SHIRLEY M FAGAN**

STATE OF WASHINGTON  
COUNTY OF SKAGIT

} SS

I certify that I know or have satisfactory evidence that **EDWARD L. FAGAN** and **SHIRLEY M FAGAN** are the persons who appeared before me, and said persons acknowledged that **they** signed this instrument and acknowledged it to be **their** free and voluntary act for the uses and purposes mentioned in this instrument.

Notary Public in and for the State of Washington  
Residing at **Mt. Vernon**  
My appointment expires: **12/15/2001**

*Do not record. To be used only when note has been paid.*

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.

\_\_\_\_\_



STATE OF WASHINGTON, }  
County of \_\_\_\_\_ } ss.

ACKNOWLEDGMENT - Attorney in Fact

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the individual who executed the foregoing instrument as Attorney in Fact for \_\_\_\_\_ and acknowledged that (he/she) signed the same as (his/her) free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

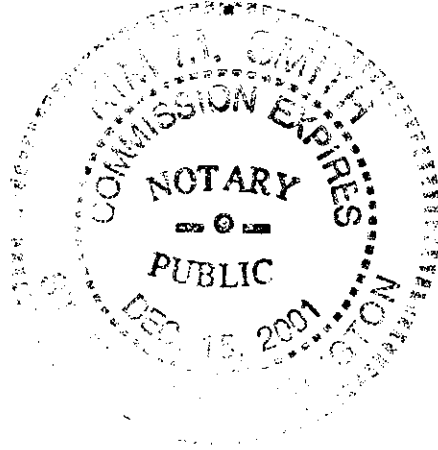
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON, }  
County of Skagit } ss.

ACKNOWLEDGMENT - Self & Attorney in Fact

On this 23 day of August, 19 2000, before me personally appeared Shirley M. Fagan to me known to be the individual described in and who executed the foregoing instrument for her self and as Attorney in Fact for Edward L. Fagan and acknowledged that she signed and sealed the same as her free and voluntary act and deed for her self and also as her free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

GIVEN under my hand and official seal the day and year last above written.



Keri M. Smith  
Notary Public in and for the State of Washington,  
residing at mt. Vernon

My appointment expires 12/15/2001

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_ dated \_\_\_\_\_.



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Kathy Hill, Skagit County Auditor  
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