


Return to:

Doug Owens  
911 Sixth Street  
Anacortes, WA 98221

  
200011220076  
Skagit County Auditor  
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ISLAND TITLE COMPANY

B16996 ✓

SECOND DEED OF TRUST

Document title: Second Deed of Trust  
Reference numbers of documents assigned or released:  
Grantors: Bradley N. York and Jo Jo Buckham York  
Grantees: Walter De Koevend and Jacquie De Koevend  
Legal description: Tax 22 TRI TR in SE ¼ of SE ¼ of Sec 18, Twp 33N, Rge 4E  
Additional legal on page 1 of document  
Assessor's parcel / tax I.D. number: 330418-<sup>0</sup>8-042-0015; P16794

ACCOMMODATION RECORDING

THIS DEED OF TRUST, made this 1 day of November 2000, between Bradley N. York and Jo Jo Buckham York, husband and wife, Grantors, whose address is 12046 Second St., PO Box 756, Conway, WA 98238, ISLAND TITLE COMPANY, a Washington corporation, 770 NE Midway Boulevard, Oak Harbor, Washington, 98277, and Walter De Koevend and Jacquie De Koevend, husband and wife, Beneficiaries, whose address is \_\_\_\_\_,

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

See attached legal description.

Tax Account No.: 330418-<sup>0</sup>8-042-0015; P16794

Island Title Company has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

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.

This deed of trust is secondary to deed of trust recorded October 31, 1994, Skagit County Auditor's NO. 9410310113, from Walter De Koevend and Jacquie De Koevend to Myrtle M. Hanson. Beneficiary's interest was assigned to Marian Fina, Helen Holt and Willard Hanson by instrument recorded October 8, 1997 Skagit County Auditor's file NO. 9710080088.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Thirty Thousand Five Hundred Four and 96/100 Dollars (\$30,504.96), 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 Second 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 Second 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 Second 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 Second 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 Second Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Second Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations 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 herein above 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 Second 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 of such portion as may be necessary to fully satisfy the obligations 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 do pay.

3. The Trustee shall reconvey all of any part of the property covered by this Second 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 Second 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 Second 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 Second 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 Second Deed of Trust, which recital shall



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, Skagit County Auditor



Order No.: B16996

EXHIBIT "A"

That portion of the Southeast Quarter of the Southeast Quarter of Section 18, Township 33 North, Range 4 East of the Willamette Meridian, lying Southeasterly of the Pacific Highway as it existed on September 22, 1967, and Southwesterly of Kayton's Slough;

EXCEPT that portion deeded to the State of Washington for SR-5 by deed recorded September 23, 1968, under Auditor's File No. 718477, records of Skagit County, Washington;

TOGETHER WITH that portion of vacated T. Jones Road which upon vacation reverted to said premises by operation of law.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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