

Recording Requested By And  
When Recorded Mail To:  
Thomas E. Stanley  
16300 Mill Creek Blvd, Suite 105  
Mill Creek WA 98012

  
200011220093  
Skagit County Auditor  
11/22/2000 Page 1 of 4 2:31:10PM

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### DEED OF TRUST

Grantors (Borrowers): Robert Wayne Linder and Tara Lynn Linder

Grantees (Lenders): Laura L. Linder

Grantee (Trustee): Chicago Title Company

Legal Description(abbreviated): LTS 6,7 & PTN LT 8, BLK 1103, "NORTHERN PACIFIC  
ADD." See below for complete legal description.

Assessor's Tax Parcel ID#: 3809-103-008-0118

THIS DEED OF TRUST is made this 22 day of November, 2000, between Robert Wayne Linder and Tara Lynn Linder, husband and wife, Grantors, whose address is 3608 West 2<sup>nd</sup> Street, Anacortes, Washington 98221, and Chicago Title Company, Trustee, in trust for Laura L. Linder, Beneficiary.

WITNESSETH: Grantors hereby bargain, sell and convey to Trustee in trust, with power of sale, the following described real property in County, Washington described as:

Lots 6 and 7, and the East ½ of Lot 8, Block 1103, "NORTHERN PACIFIC ADDITION TO ANACORTES", as per plat recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington. (Said parcel also known as Tract C of that certain Survey filed November 16, 1989 in Volume 9 of Surveys, page 69, under Auditor's File No. 8911160068).

Situated in the City of Anacortes, County of Skagit, State of Washington.

Commonly known as 3608 West 2<sup>nd</sup> Street, Anacortes, Washington 98221

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 Grantors herein contained, and payment of the sum of Twenty Thousand Dollars and 00/100 (\$20,000.00), in accordance with the terms of a promissory note of even date with this instrument, payable to Beneficiary, and made by Grantors, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of the Deed of Trust, Grantors covenant and agree:

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 and then to the Grantors. 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 foreclosure this Deed of Trust. In the event of foreclosure, all rights of the Grantors in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purported to affect the security thereof or the rights or power 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 foreclosure 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 attorneys' fees actually incurred, as provided by statute.

6. Should Grantors 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 for in the note secured hereby, shall be added to and become a part of the debt secured by this Deed of Trust.



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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. In the event of the sale of the property, that the entire amount of all sums secured hereby shall be immediately due and payable.

3. 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. There Trustees shall reconvey all or any part of the property covered by the Deed of Trust to the person entitled thereto on written request of the Grantors 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. Upon default by Grantors in 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 the option of the Beneficiary. In such event and upon written request of the Beneficiary, Trustee or its authorized agent 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 attorneys' fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

6. Trustee shall delivery to the purchaser at the sale of the deed, without warranty, which shall convey to the purchaser the interest in the property which Grantors 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. 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.

8. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary shall 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 Grantors, Trustee or Beneficiary shall be a party unless such action or




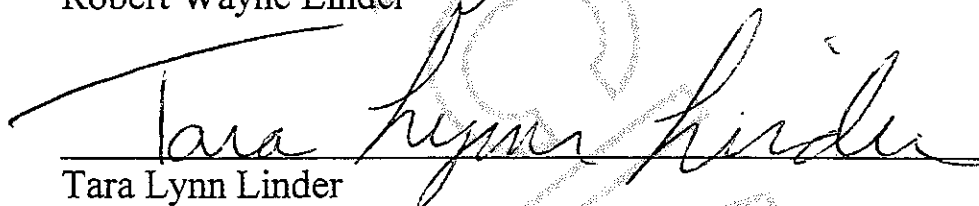
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proceeding is brought by the Trustee.

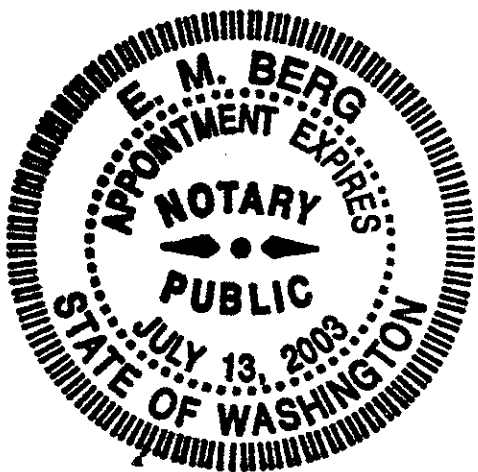
9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as a Beneficiary herein.

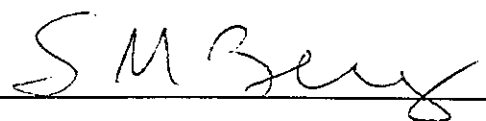
  
Robert Wayne Linder

  
Tara Lynn Linder

County of Skagit )  
State of Washington ) ss.

On this 22<sup>nd</sup> day of November, 2000, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Wayne Linder and Tara Lynn Linder, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.





Notary Public in and for Washington, residing at  
LA BUNN

My Commission Expires: July 13, 2003



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