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200201150076 Skagit County Auditor

## AFTER RECORDING MAIL TO: 1/15/2002 Page Name DEENA F. SNOOK Address 909 N. WOODLAWN RD. SPOKANE WA 99216 City / State \_\_ Document Title(s): (or transactions contained therein) First American Title DEED OF TRUST Insurance Company 2. 3. ARST AMERICAN TITLE CO. 4. ACCOMMODATION RECORDING ONLY Reference Number(s) of Documents assigned or released: (this space for title company use only) of document ☐ Additional numbers on page \_ Grantor(s): (Last name first, then first name and initials) WARREN WILLIAM WHITE 2. 3. 4. ☐ Additional names on page \_\_\_\_\_ of document Grantee(s): (Last name first, then first name and initials) DEENA FAYE WHITE aka DEENA FAYE SNOOK 2. 3. ☐ Additional names on page \_\_\_\_\_ of document Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter) LTS. 5, 10 & 11 BLK. 138 "CITY OF FIDALGO SKAGIT COUNTY & TERRITORY OF WASHINGTON", 2-113 ☐ Complete legal description is on page \_\_\_\_\_ of document Assessor's Property Tax Parcel / Account Number(s):

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

4101-138-005-0003

## DEED OF TRUST

۹.,-	THIS DEED OF TRUST made this 1st day of June, 2001, between Warren William White,
	GRANTOR, whose address is Anacortes, Washington, TRUSTEE, FVST
A	MERICAN TITLE COOPSEAGET CONWHOSE address is 98221
3	WI Commercian Ave. ANACORTES WWJ, and Deena Faye White, aka Deena Faye Snook
	BENEFICIARY, whose address is c/o Bill Allen, 533 Main Street, Salmon, Idaho 83467.

WITNESSETH; Grantor hereby bargain(s), sell(s), and conveys(s) to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

See Exhibit "A" attached hereto and incorporated by this reference,

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 is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of THIRTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$33,500) 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.

To protect the security of this Deed of Trust Grantor covenant(s) and agree(s);

- 1. To keep the property in good condition and repair to permit no waste thereof, and 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 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.
- 4. 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 attorney's fees actually incurred, as provided by statute.

2 0 0 2 0 1 1 5 0 0 7 6 Skagit County Auditor 1/15/2002 Page 2 of 6 11:43AM 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) tot he obligation secured by this Deed of Trust: and (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 with Grantor had or had the power to convey at the time of his/her/their 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 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, 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 his/her/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.

Warren William White

Deena Faye White aka Deena Faye Snook

STATE OF IDAHO ) ss COUNTY of Lemhi )

I certify that I know or have satisfactory evidence that Warren William White is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 25 day of July, 2001.

Notary Public for Idaho Residing in Salmon, Idaho

Commission expires: Www.

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STATE OF IDAHO ) COUNTY of Lambi

I certify that I know or have satisfactory evidence that Deena Faye White aka Deena Faye Snook is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_day of September, 2001.

Notary Public for Idaho Residing in Salmon, Idaho

Commission expires: 4-21-06



Skagit County Auditor

## EXHIBIT "A"

Lots 5, 10 and 11, Block 138, "City of Fidalgo Skagit County & Territory of Washington", according to the Plat recorded in Volume 2 of Plats, pages 113 and 114, Records of Skagit County, Washington.

