WHÊN RÉCORDED RETURN TO:

Name Stephen C. Schutt
Address P.O. Box 1032
City, State, Zip Anacortes, WA 98221

2 0 0 2 1 0 1 1 0 0 2 3 Skagit County Auditor 10/11/2002 Page 1 of 2 10:21AM



# ⁶		Deed of 'se in the State of		nly)	
THIS DEED OF TRUST, David D. & Ariana Derek Evans & Ell	a D. Evans, n	day of usband & wi band & wife	fee, an undiv	livided 1/2 rided 1/2 in	,16 2002 between interest terest GRANTOR,
whose address is		A second			
TEPHEN C. SCHUTT 98221	, Attorney at	Law, as Tr	ustee, P.(). Box 1032,	Anacortes, WA
The Willard & Be	rnice Evans L	iving Trust			, BENEFICIARY,
whose address is WITNESSETH: Grantor h real property in <u>Skagit</u> Washington:		and conveys to	Trustee in Trust	, with power of sa	le, the following described County,
CITY O	, 6, 7 and 8, F ANACORTES", page 19, rec	according	to the pla	it recorded	ADDITION TO THE in Volume 2 of n
Tax Account Number:	P56689	rightweat or formi	4	asha kish all the	enements hereditaments and

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 (\$\frac{100,000.00}{}\).

One Hundred Thousand and 00/100

Dollars

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 red hereby and Treatee's and attorney's free netually incursed, as provided by statute
- 6. Should Crantor fail to pay when due any taxes, assessments, insurance premiums, liens, encombrances 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.

TE IS MUTUALLY AGREED THAT:

- Lan the event any portion of the property is taken or damaged in an entirent 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 paym ceured 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 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.
- estion of Taylor Baneficiary may appoint in writing a successor trustee, and upon the recording of

8. This Deed of Trust applies to inures to, the benefit of, and is binding executors and assigns. The term Beneficiary shall mean the holder and	not only on the parties hereto, but on their heirs, devisees, legatees, administrators, owner of the note secured hereby, whether or not named as Beneficiary herein.
Verolo Erano	Lavid D. Evens
Ellen Evam	Ariana D. Evans
STATE OF WASHINGTON	STATE OF WASHINGTON)
STATE OF WASHINGTON) ss.	317(1) Of WASHINGTON)
COUNTY OF _ Skagit)	COUNTY OF)
On this day personally appeared before me	On this day of
David & Ariana Evans	before me, the undersigned, a Notary Public in and for the State of
Derek & Ellen Evans	Washington, duly commissioned and sworn, personally appeared
to me known to be the individual described in and who executed the within and foregoing instrument, and	and
acknowledged that they signed the same their free and voluntary act	to me known to be the President and
as their free and voluntary act	Secretary, respectfully, of
and deed, for the uses and purposes therein mentioned.	the corporation that executed the foregoing instrument, and
	acknowledged the said instrument to be the free and voluntary act and
CIVEN under my hand and official seal this	deed of said corporation, for the uses and purposes therein mentioned, and on oath stated thatauthorized to execute the
GIVEN under my hand and official scal this day of October 147002	said instrument and that the seal affixed is the corporate seal of said
04,00	corporation.
11	Witness my hand and official seal hereto affixed the day and year
atherica / hompson	first above written.
Notary Public in and for the State of Washington.	THE HOUSE OF THE PARTY OF THE P
residing at and Corners 200	ANN are build or and for the State of Washington.
my commission expires: 2006	Wildering of Street
3 / 2	ENOTARY MI
5 (9	
	COBC OF
DEOLIECT FOR	TE WHE CONVEYANCE
	used only when note has been paid.
TO: TRUSTEE.	used thilly when note this been plad.
	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 full	y 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 cance	I 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. Dated

