



200212100233
Skagit County Auditor

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RETURN ADDRESS

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1734 NW Market Street
Seattle, WA 98107

Document Title:	DEED OF TRUST
Reference # (if applicable):	
Grantor/Borrower:	(1) COKER, KIM MARIE
Grantee/Assignee/Beneficiary:	(1) DILDINE, RICHARD H.
Trustee:	Transnation Title Insurance Company
Legal Description:	Lot D-48, Lake Tyee Div II, Vol 11, Pg 15-24, Skagit County, WA, with older trailer. Additional Legal is on page 1.
Assessor's Property Tax No.:	4229-004-048-0003

THIS DEED OF TRUST IS DATED OCTOBER 31,, 2002, among KIM MARIE COKER, GRANTOR, whose address is 612 Ball Street, Sedro Wooley, WA 98284; Transnation Title Insurance Company, TRUSTEE, whose address is 14450 NE 29th Place, Bellevue, WA 98007; and RICHARD H. DILDINE, BENEFICIARY, whose address is 1211 6th Street, Anacortes, WA 98221.

GRANTOR, inconsideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of SKAGIT, State of Washington:

LOT D-48, "LAKE TYEE DIVISION II", ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE SKAGIT COUNTY AUDITOR IN VOLUME 11 OF PLATS, PAGES 15-24, INCLUSIVE. TOGETHER WITH AN OLDER MODEL TRAILER, WHOSE EXACT AGE AND MODEL NAME IS UNKNOWN, AND WHICH HAS BEEN ATTACHED TO THE PROPERTY FOR MANY YEARS AND IS MADE A PART OF THE REAL PROPERTY. SUBJECT TO: EASEMENTS, RESTRICTIONS, COVENANTS, AND EXCEPTIONS OF RECORD, IF ANY.

which has the address of 45269 Kachess Trl., Concrete, WA 98237 (herein "Property Address"), which real property is not used for agricultural or farming purposes, together with all the tenements, hereditament, 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 FOURTEEN THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS AND FORTY-FIVE CENTS (\$14,752.45) with 2.0% per annum, 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 of 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 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 the 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 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 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 set 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.

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