When Recorded Return to: William W. Boles 5100 72<sup>nd</sup> Drive NE Marysville WA 98270



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Land Title Company Order No.:

## **DEED OF TRUST**

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 2001 December, 2003.

Terry S. Selfridge and Barbara Y. Selfridge, husband and wife, GRANTOR, whose address is 1804 Piper Circle, Anacortes, WA\_ 98221

Land Title Company of Skagit County, a Washington Company, TRUSTEE, whose address is 2801 Commercial Avenue, Suite 2, Anacortes, WA 98221, and

William W. Boles, Trustee of the William W. Boles Trust, **BENEFICIARY**, whose address is 5100 72<sup>nd</sup> Drive NE, Marysville WA 98270.

WITNESSETH, Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the

following described real property in Skagit County, Washington:

Lot 57, "SKYLINE NO. 4," as per plat recorded in Volume 9 of Plats, pages 61 and 62, records of Skagit County, Washington.

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

Situate in Skagit County, Washington.

Tax Account No.: P59272/3820-000-057-0004

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 anywise 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 FORTY NINE THOUSAND FOUR HUNDRED SIXTYONE and 53/100 Dollars (\$49,461.53), with interest, in accordance with the terms of a Promissory Note dated September 1, 2003, 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 agreed upon.

## To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repairs; 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 and 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. Copies of all insurance policies must be provided to Beneficiary at the time this Deed of Trust is executed and notification sent to Beneficiary each anniversary date of renewal.
- 4. To defend any action of 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 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 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 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 obligations 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 the 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 execution of this Deed of Trust, and such as he may have acquired the trustee's Deed shall recite the facts showing that the sale was conducted in compliance

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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.

- The power of sale conferred by this Deed of Trust and by the Deed of Trust Ace of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a Mortgage.
- In the event of 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 the 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 thereto, unless the Trustee brings such action or proceeding.
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on their heirs devisees legatees administrators.	it of, and is binding not only on the parties hereto, but executors and assigns. The term Beneficiary shall ereby, whether or not names as Beneficiary herein.
TERRY S. SELLAIDGE	BARBARA Y. SELFRIDGE
STATE OF WASHINGTON COUNTY OF SKAGIT	<u> </u>
certify that I know or have satisfactory evidence that TER persons who appeared before me, and said persons are power to be their free and voluntary act for the lises and process.  Dated: 12/2/03 1000 1000 1000 1000 1000 1000 1000 1	RYS. SELFRIDGE and BARBARA Y. SELFRIDGE, the ledged that they signed this instrument and acknowledged it therein mentioned in this instrument.
Dated: 17 000 NOTAGE PROJECT	Notary Public in and for the State of Washington Hesiding at 2000 UNIVERSITY OF THE STATE OF WASHINGTON My appointment expires on:
Do not record. No se used only	LL RECONVEYANCE when Note has been paid in full.
TO: TRUSTEE	
The undersigned is the legal owner and holder of the Note Trust. Said Note, together with all other indebtedness secu and you are hereby requested and directed, on payment to Trust, to cancel said note above mentioned, and all other edelivered to you herewith, together with the said Deed of Telesignated by the terms of said Deed of Trust, all the estate	you of any sums owing to you under the terms of Deed of vidences of indebtedness secured by said Deed of Trust Frust, and to reconvey, without warranty, to the parties
Dated 20	
BY:	
RETURN Full Reconveyance to the following parties:	

