

Document Title:

Deed of Trust

Reference Number :

Grantor(s):

☐ additional grantor names on page \_\_\_\_.

1. Susan E. Fellner

2.

Grantee(s):

☐ additional grantee names on page \_\_\_\_.

1. Franz K. Fellner

2. Transratiem Title Insurance Company

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_.

Lot 1 of Short CARD No. PL 02-0275 located in Seaction 6, Township 35 North, Range 2 East, W.M., approved on October 2, 2002, and recorded under Auditor's File No. 200210020078 on October 2, 2002 records of Skagit County, Washington.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_.

350206-0-009-0002; 350206-0-008-0003

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

JAMES D. SHIPMAN  
Attorney at Law  
1604 Hewitt Ave., Suite 700  
Everett, Washington 98201

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***DEED OF TRUST***

**Grantor:** SUSAN E. FELLNER

**Grantee (Beneficiary):** FRANZ K. FELLNER

**Abbreviated Legal:** Lot 1 of Short CaRD No. PL 02-0275 located in Section 6, Township 35 North, Range 2 East, W.M., approved on October 2, 2002, and recorded under Auditor's File No. 200210020078 on October 2, 2002, records of Skagit County, Washington.

**Assessor's Tax Parcel #** 350206-0-009-0002; 350206-0-008-0003

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1. Effective Date: August 1, 2003
  2. Grantor: SUSAN E. FELLNER  
6205 Edens Rd.  
Anacortes, WA 98221
  3. Trustee: TRANSNATION TITLE INSURANCE COMPANY  
2707 Colby Avenue  
Everett, Washington
  4. Beneficiary: FRANZ K. FELLNER  
6129 Edens Rd.  
Anacortes, WA 98221

**GRANTOR** hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:



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Lot 1 of Short CaRD No. PL 02-0275 located in Section 6, Township 35 North, Range 2 East, W.M., approved on October 2, 2002, and recorded under Auditor's File No. 200210020078 on October 2, 2002, records of Skagit County, Washington.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or appertaining thereto, and the rents, issues and profits thereof.

5. This Deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of One Hundred Thirty Four Thousand Three Hundred Dollars and No Cents (\$134,300.00) 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 of 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 pay all debts and monies secured hereby when from any cause the same shall become due.
2. 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.
3. 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.
4. 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.
5. 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.



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Skagit County Auditor

2/13/2004 Page

3 of

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6. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property herein above 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:**

8. 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.

9. 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.

10. 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.

11. 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 (as amended), 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 fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the Superior Court of the county in which sale takes place.

12. 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 her execution of this Deed of Trust, and such as she 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.



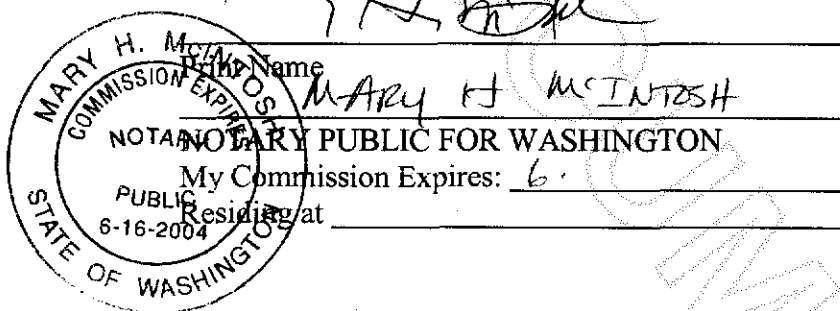
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14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. 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 Trustee.

Susan E. Fellner  
SUSAN E. FELLNER, Grantor

I certify that SUSAN E. FELLNER appeared personally before me and that I know or have satisfactory evidence that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 17 day of July, 2003.



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