



200406080084

Skagit County Auditor

6/8/2004 Page

1 of

5 2:53PM

Return Address

Swigart & Stump, P.S.
329 E. Main Street
Auburn, WA 98002

Please print legibly or type information.

Document Title(s) (Or transactions contained therein):

1. DEED OF TRUST
- 2.
- 3.
- 4.

Grantor(s) (Last name first, then first name and initials):

1. SCHEFFER, Gerald & Virginia
- 2.
- 3.
- 4.
5. ☐ Additional Names on Page _____ of Document

Grantee(s) (Last name first, then first name and initials):

1. Law Offices of Swigart & Stump, P.S.
- 2.
3. Transamerica Title Insurance Co., Trustee
- 4.
5. ☐ Additional Names on Page _____ of Document.

Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range):

Tract 32 Except the Nly 32.20 ft thereof; all of Tract 33; and Tract 34,
Except the Sly 37.07 ft. thereof as measured along the Westly line,
Anaco Beach, according to the plat thereof Vol 5 of Plats, Pg. 4,
Legal Description is on Page 1 of Document. Records of Skagit Co., WA

Reference Number(s) (Of documents assigned or released):

☐ Additional Reference Numbers on Page _____ of Document

Assessor's Property Tax Parcel/Account Number

3858-000-034-0015-R61844

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

WHEN RECORDED RETURN TO:

LAW OFFICES OF SWIGART & STUMP, P.S.
329 East Main Street
Auburn, WA 98002
(253) 939-4556

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 2 day of JUNE, 2004, between **GERALD and VIRGINIA SCHEFFER, husband and wife**, GRANTORS, whose address is 2325 Skyline Way, Anacortes, Washington 98221; **TRANSAMERICA TITLE INSURANCE COMPANY**, a corporation, TRUSTEE, whose address is 1200 Sixth Avenue, Seattle, Washington, and **LAW OFFICES OF SWIGART & STUMP, P.S., a Washington Professional Service Corporation**, BENEFICIARY, whose address is 329 East Main Street, Auburn, WA 98002;

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in SKAGIT County, Washington:

Tract 32, EXCEPT the Northerly 32.20 feet thereof; all of Tract 33; and Tract 34, EXCEPT the Southerly 37.07 feet thereof as measured along the Westerly line, ANACO BEACH, according to the plat thereof recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington;

TOGETHER WITH an easement for ingress, egress and installation and maintenance of utilities, over the existing roadway approximately 18 feet in width over and across the North 32.20 feet of Tract 32, as described in that certain Declaration of Easement recorded under Auditor's File No. #10752

Situate in Skagit County, Washington.

SUBJECT TO: Restrictions, reservations and easements of record.

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 way 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 **SIXTY ONE THOUSAND FOUR HUNDRED TWENTY SIX DOLLARS AND THIRTY EIGHT CENTS (\$61,426.38)** with interest at 12% per annum, in accordance with the terms of a Attorney Client Fee Agreement 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 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 foreclosure 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 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 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) 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 encumbrancers 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 their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured thereby, whether or not named as Beneficiary herein.

ALL SUMS SECURED HEREBY SHALL, AT THE OPTION OF THE BENEFICIARY BECOME IMMEDIATELY DUE UPON SALE OR OTHER TRANSFER OF THE REAL

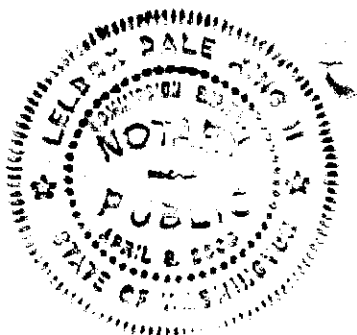
Assessor's Property Tax Parcel: Account No. 3858-000-034-0015-R61844.

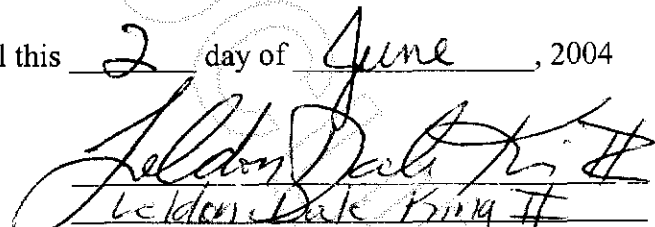

Gerald Scheffer

Virginia Scheffer

STATE OF WASHINGTON)
(SS
COUNTY OF Skagit

On this day personally appeared before me **GERALD SCHEFFER and VIRGINIA SCHEFFER**, individually, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of June, 2004




NOTARY PUBLIC in and for the State of
Washington residing at 705 Commercial Ave.
My Commission Expires: April 8, 2006



REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note 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 fully 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 cancel 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 convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED this _____ day of _____, 20 _____.

