



200408260093
Skagit County Auditor

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AFTER RECORDING RETURN TO:

P.O. Box 891
Burlington, WA 98233

FIRST AMERICAN TITLE CO.

81690-2

DEED OF TRUST

THIS **DEED OF TRUST**, made this 20 day of **August, 2004**, by and between, **Scott & Christina Odman, husband & wife**, Grantor, whose mailing address is 1501 41st, Anacortes WA 98221; **FIRST AMERICAN TITLE COMPANY**, as Trustee, whose mailing address is P.O. Box 1667, Mount Vernon, WA 98273; and **Padilla Heights, L.L.C.** Beneficiary, whose mailing address is 16070 Bradshaw Rd., Mt. Vernon WA 98273 **WITNESSETH:** Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington.

SEE EXHIBIT A ATTACHED HERETO

Assessor's Property Tax Parcel/Account Number(s): P55152 P32292

Parcel "A" Lot 15, Block 45, "Map of the City of Anacortes"

Parcel "B" Section 25, Township 35, Range 1; ptn. SW $\frac{1}{4}$ - SE $\frac{1}{4}$

Subject to restrictions, encumbrances, easements and conditions 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 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 One Hundred Ten Thousand Dollars & No/100 (\$110,000.00) 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 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(s) covenant and agree:

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, on 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.



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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 his 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.

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Scott Odman
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Christina Odman

A circular notary seal for Tamara A. Satko. The outer ring contains the text "TAMARA A. SATKO" at the top and "STATE OF WASHINGTON" at the bottom. The inner circle contains the text "COMMISSION EXPIRES" at the top, "NOTARY" in the center, and "PUBLIC 11-7-2007" at the bottom.

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Legal description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A":

Lot 15, Block 45, "Map of the City of Anacortes", according to the plat thereof recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

Parcel "B":

The West 96 feet of the following described tract:

That portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25 Township 35 North, Range 1 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence West 396 feet; thence South 222.75 feet; thence East 396 feet; thence North 222.75 feet to the point of beginning;

EXCEPT the North 35 feet thereof as conveyed to the City of Anacortes for street purposes by deed dated June 15, 1964, recorded October 4, 1965 under Auditor's File No. 672559;

TOGETHER WITH a non-exclusive easement for sewer line and sewer appurtenances, with full right of ingress and egress, over and across the North 6 feet of the East 94 feet of the West 190 feet and over and across the North 10 feet of the East 8 feet of the West 198 feet of the following described tract:

That portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence West 396 feet; thence South 222.75 feet; thence East 396 feet; thence North 222.75 feet to the point of beginning;

EXCEPT the North 35 feet thereof as conveyed to the City of Anacortes for street purposes by deed dated June 15, 1964, recorded October 4, 1965 under Auditor's File No. 672559.



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