



200505230115

Skagit County Auditor

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Return Address:

WELLS FARGO FINANCIAL

WASHINGTON 1, INC.

4152 MERIDIAN ST STE 113

BELLINGHAM WA 98226

Document Title: **DEED OF TRUST**

Reference Number(s): 12718449

Grantor(s): CHARLEY RADCLIFF AND  
DEBORAH L. RADCLIFF, HUSBAND AND WIFE

Trustee: CHICAGO TITLE COMPANY

Beneficiary: WELLS FARGO FINANCIAL WASHINGTON 1, INC.

**CHICAGO TITLE CO.**

1034618✓

Legal Description, if abbreviated, full legal description is located on the reverse:

THE DESCRIPTION OF THE PROPERTY IS ON A SEPARATE FORM ATTACHED TO THIS MORTGAGE /  
DEED OF TRUST, WHICH DESCRIPTION IS PART OF THIS MORTGAGE / DEED OF TRUST.ABBREVIATED  
LEGAL: LOT 505, SURVEY OF SHELTER BAY, DIVISION NO. 3

situated in the County of SKAGIT, State of Washington.

Assessor's Property Tax Parcel Account Number(s): 5100-003-505-0000

THIS DEED OF TRUST, made this 18TH day of MAY 2005, between

CHARLEY RADCLIFF AND  
DEBORAH L. RADCLIFF, HUSBAND AND WIFE, Grantor,

whose address is PO BOX 1192 LA CONNER WA 98257,

CHICAGO TITLE COMPANY, Trustee,

whose address is 425 COMMERCIAL STREET, P.O. BOX 638,

WELLS FARGO FINANCIAL WASHINGTON 1, INC., Beneficiary,

whose address is 4152 MERIDIAN ST STE 113 BELLINGHAM WA 98226 for

the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of

TWO HUNDRED NINETEEN THOUSAND EIGHT HUNDRED EIGHTY

TWO DOLLARS AND FIVE CENTS

Dollars \$ 219,882.05 with interest, in accordance with the terms of a promissory  
note of even date herewith, payable to Beneficiary or order, and made by Grantor.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the above-  
described real property in 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 thereunto belonging or in any wise appertaining, and the rents, issues and profits  
thereof.

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; or 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 or cure or waive any default or notice of default or invalidate any act  
done pursuant to such notice. 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.

7. Not to sell, convey or otherwise transfer the property or any portion thereof without Beneficiary's written consent and any such sale, conveyance, or transfer without Beneficiary's written consent shall be a default under the terms hereof.

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 thereof 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 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. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. 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 fee; (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.

6. Trustee shall deliver to the purchaser at the sale of 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 purchasers and encumbrances for value.

7. 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.

8. 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 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.

9. 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Sign here

Charly Radcliff

Sign here

Deborah L Radcliff

STATE OF WASHINGTON

) ss.

COUNTY OF

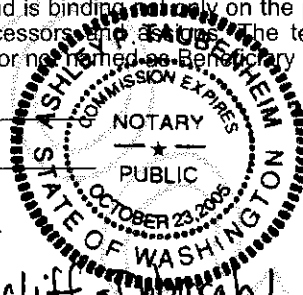
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On this day personally appeared before me Charly Radcliff Deborah L Radcliff to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

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 18<sup>th</sup> day of May 2005

Notary Public in and for the State of Washington residing at Bellingham



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 and said note, together with 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 reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated

Mail reconveyance to

Prepared by:



## Mortgage/Deed of Trust Addendum

Addendum for legal description of Mortgage/Deed of Trust dated 05/18/05,  
CHARLEY RADCLIFF AND DEBORAH L. RADCLIFF, mortgagor(s)/trustor(s).

Legal description:

### EXHIBIT "A"

Lot 505, SURVEY OF SHELTER BAY, DIVISION NO. 3, Tribal Allotted Lands of Swinomish Indian Reservation, as recorded in Volume 43 of Official Records, pages 839 through 842, under Auditor's File No. 737014, and amendment thereto recorded in Volume 66 of Official Records, page 462, under Auditor's File No. 753731, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Charley Radcliff  
CHARLEY RADCLIFF

Date 05/18/05

Deborah L Radcliff  
DEBORAH L. RADCLIFF

Date 5-18-05

Date \_\_\_\_\_

Date \_\_\_\_\_



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## Consent to Encumber Leasehold Interest

In Accordance with 25 CFR 162.12(c) the following language is being added to the Assignment of Lease for **Lot No. 505, CHARLEY RADCLIFF and DEBORAH L. RADCLIFF, husband and wife**, sub-lessee of Shelter Bay lease; with the consent of the Secretary of the Interior acting on behalf of the Indians of the Puget Sound Agency, the lease may contain provisions authorizing the lessee to encumber his/her leasehold interest in the premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser he may assign the leasehold with the approval of the Secretary and consent of the other parties to the lease. Provided however if the purchaser is a party other than the encumbrancer, approval by the Secretary of any assignment will be required, and such purchaser will be bound by the terms of the lease and will assume in writing all the obligations thereunder.



Judy L. Grosvenor 4/28/05  
Judy L. Grosvenor Date  
Shelter Bay Company

This consent to encumber is hereby approved, effective 5/5/05.

Justin Joseph  
Superintendent, Puget Sound Agency



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