

Filed for Record at Request of:  
Whatcom Skagit Housing  
5373 Guide Meridian E 105  
Bellingham, WA 98226



200508080150  
Skagit County Auditor

8/8/2005 Page 1 of 5 11:52AM

**Grantor:** John P. Noyes  
Brianne L. Noyes  
**Grantee:** Whatcom-Skagit Housing  
**Abbreviated legal:** Lot 24, Sauk Mountain View Estates North Phase 2  
Vol. \_\_\_\_\_, pg. 5  
Complete legal description is on page 1 of document  
**Tax Parcel Number:** 4829 000 024 0000

ACCOMMODATION RECORDING

Chicago Title IC35757  
Escrow BE10105

**DEED OF TRUST**

THIS DEED OF TRUST, made this 5th day of August, 2005, between John P. Noyes and Brianne L. Noyes, husband and wife, GRANTOR, whose address is 1030 Warner Street, Sedro Woolley, WA 98284 and, Chicago Title Company, TRUSTEE, whose address is 819 S. Burlington Blvd, Burlington, WA 98233, and WHATCOM-SKAGIT HOUSING, a Washington nonprofit corporation, BENEFICIARY, whose address is 5373 Guide Meridian, #E-105, Bellingham, WA 98226,

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 24 , Sauk Mountain View Estates North Phase 2

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 promissory obligation, if any, in the amount of Ten Thousand and no/100—(\$10,000.00), in accordance with the terms of the Declining Repayment Contract of even date herewith, payable to Beneficiary, or order, and made by Grantor, and all renewals, modifications and extensions thereof, or any of their successors or assigns.

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. Provided, Beneficiary acknowledges that this Deed of Trust is in second position, subordinate to that certain Deed of Trust granted to **United States Department of Agriculture – Rural Development** on the 5<sup>th</sup> day of August, 2005, and recorded under Skagit County Auditor's File No. 200508000149 the 8<sup>th</sup> day of August, 2005, securing a Promissory Note in the amount of \$ 140,500.00.

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 the first position Deed of Trust and this Deed of Trust. All policies shall name Beneficiary as an also-insured, as its interest shall appear.

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 costs 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, that portion of the award as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. 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.



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3. Upon default by Grantor in 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 the Trustee, may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (a) to the expense of the sale, including reasonable Trustee's fees and attorney's fees; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto.

4. 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 purchasers and encumbrancers for value.

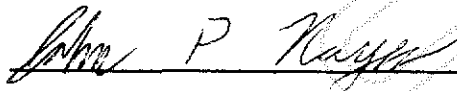
5. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

6. 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 the Trustee brings such action or proceeding.

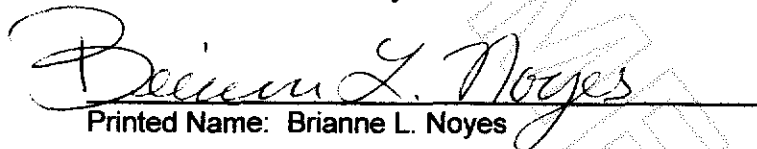
7. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Chicago Title Company has placed  
this document for recording as a  
customer courtesy and accepts no  
liability for its accuracy or validity

Grantor:



Print Name: John P. Noyes



Printed Name: Brianne L. Noyes

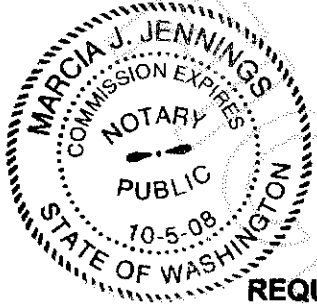


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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT)

On this day personally appeared before me John P. Noyes and Brianne L. Noyes to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5<sup>th</sup> day of August 2005.



Marcia J. Jennings  
Notary Public in and for the State of Washington  
Print name: Marcia J. Jennings  
My Commission expires: 10/5/2008

**REQUEST FOR FULL RECONVEYANCE**

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

TO: TRUSTEE

The under signed 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, 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

real estate/wsh/saukmountain dt



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EXHIBIT "A"

Lot 24, SAUK MOUNTAIN VIEW ESTATES NORTH – A PLANNED RESIDENTIAL DEVELOPMENT PHASE 2, according to the plat thereof recorded January 29, 2004 under Auditor's File No. 200401290095, records of Skagit County, Washington.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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