

WHEN RECORDED RETURN TO:

WASHINGTON LOAN COMPANY
5424 SAND POINT WAY NE
SEATTLE WA 98105



200801290089
Skagit County Auditor

1/29/2008 Page

1 of

6 3:12PM

Chicago Title Insurance Company

425 Commercial Street – Mount Vernon, Washington 98273

AE12223

DOCUMENT TITLE(s)

1. DEED OF TRUST
- 2.
- 3.

ACCOMMODATION RECORDING

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ Additional numbers on page _____ of the document

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

GRANTOR(s):

1. HERBERT C. MCMURTRY
2. NICHOLA C. MCMURTRY
- 3.

☐ Additional names on page _____ of the document

GRANTEE(s):

1. WASHINGTON LOAN COMPANY
2. LAND TITLE COMPANY OF PUGET SOUND
- 3.

☐ Additional names on page _____ of the document

ABBREVIATED LEGAL DESCRIPTION:

LOT 217, REVISED MAP OF SHELTER BAY DIV. 2

☐ Complete legal description is on page 5 of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

5100-002-217-0000

☐ (sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature _____

This cover sheet is for the County Recorder's indexing purposes only.
The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AFTER RECORDING MAIL TO:

Name Washington Loan Company

Address 5424 Sand Point Way NE

City, State, Zip Seattle, WA 98105

Filed for Record at Request of: _____

DEED OF TRUST

(For use in the state of Washington only)

THIS DEED OF TRUST, made this 24th day of January, 2008, between
Herbert C. McMurtry and Nichola C. McMurtry, husband and wife, GRANTOR(S),
whose address is 217 Swinomish Drive, Anacortes, WA 98221, and
Commonwealth Land Title Company of Puget Sound, TRUSTEE,
whose address is 14450 NE 29th Place, Suite 200, Bellevue, WA 98007, and
Washington Loan Company, BENEFICIARY,
whose address is 5424 Sand Point Way NE, Seattle, WA 98105.

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington.

Property commonly known as: **217 Swinomish Drive, Anacortes, WA 98221**
Legally described as follow: **Please see attached Exhibit A**

Assessor's Property Tax Parcel/Account Number: **5100-002-217-0000**

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(s) herein contained, and payment of the sum of One Hundred Sixty One Thousand Two Hundred Fifty and 00/100.....(\$161,250.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/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(s) and agree(s):

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 this 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(s). 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(s) 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(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other chargers 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(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled herein.
4. Upon default by Grantor(s) 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 expenses of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (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(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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.
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 the 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 an action or proceeding in which Grantor(s), 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 his/her/their heirs, devisees, legatees, administrator, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Herbert C. McMurtry
Herbert C. McMurtry
Nichola C. McMurtry
Nichola C. McMurtry

STATE OF Washington)
COUNTY OF Skagit)-ss

I certify that I know or have satisfactory evidence that Herbert C. McMurtry & Nichola C. McMurtry (is/are) the person(s) who appeared before me, and said person(s) acknowledge that (he/she/they) signed this instrument, on oath stated that (he/she/they) (is/are) authorized to execute the instrument and acknowledged it as the of to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the state of _____
My appointment expires: _____

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

DATED: _____



STATE OF WASHINGTON

COUNTY OF

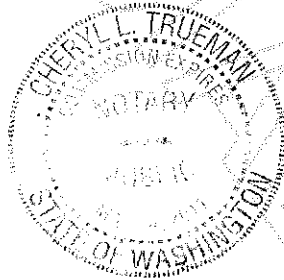
Skagit

I certify that I know or have satisfactory evidence that Herbert C McMurtry
& Nichla C McMurtry
is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they

signed this instrument and acknowledged it to be their free and voluntary act for the uses and
purposes mentioned in the instrument.

DATED:

January 25, 2008



Cheryl L. Trueman
Notary Public, residing at Mount Vernon

My commission expires: 5/14/11



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EXHIBIT "A"

LOT 217, REVISED MAP OF SHELTER BAY DIV. 2, TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATION AS RECORDED MARCH 17, 1970, IN VOLUME 43 OF OFFICIAL RECORDS, PAGES 833 THROUGH 838, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



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ADDENDUM TO DEED OF TRUST

GRANTOR: Herbert C. McMurtry and Nichola C. McMurtry, husband and wife

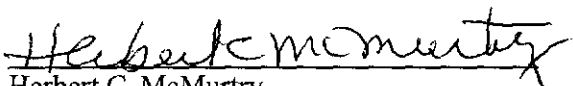
BENEFICIARY: WASHINGTON LOAN COMPANY, INC., a Washington Corporation

This Addendum is a part of that certain Deed of Trust 1/24/2008 above-named Grantor and Beneficiary and shall be considered further covenants and agreements of the Grantor thereunder:

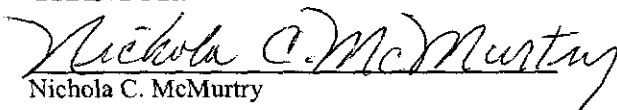
9. Further Covenants.

- (a) If all or any part of the property or any interest in it is sold or transferred, at Beneficiary's election, all sums secured by this Deed of Trust shall be immediately due and payable.
- (b) Grantor agrees that, at all times, the property shall be listed for sale with a Windermere Brokerage Company in the event the current pending sale fails to close. If, at any time, all or any part of the property ceases to be listed with a Windermere Brokerage Company, at Beneficiary's election, all sums secured by this Deed of Trust shall be immediately due and payable.
- (c) Grantor agrees to pay all filing fees, reconveyance fees and other fees and charges incurred in the recording, reconveyance and release of this Deed of Trust.
- (d) Grantor shall timely and fully comply with all the terms and conditions of any mortgage, deed of trust or other obligation prior to the lien of this Trust Deed ("prior encumbrances".) Grantor's failure to fully and timely comply with all the terms and conditions of a prior encumbrance, whether or not the holder of the prior encumbrance declares a default, shall constitute a default under the note and this Trust Deed.
- (e) Grantor agrees to furnish to beneficiary promptly when received copies of any notices of default, non-payment or other non-performance sent by the holder of a prior encumbrance to grantor.
- (f) Grantor warrants and agrees that no prior encumbrance is in default and grantor has no knowledge of any event which has occurred or is occurring which after notice or passage of time or both will result in a default.
- (g) Beneficiary may, but not be required to, advance money or incur liability for: (1) amounts owing under obligations secured by liens which are prior to this trust deed (prior encumbrances); (2) real property taxes or assessments; (3) hazard insurance premiums; (4) maintenance charges imposed under a declaration or restrictive covenant; (5) labor or materials for repairs or to protect the property; (6) reasonable attorney's fees, costs of title search, foreclosure guarantee premiums and other out of pocket expenses incurred in connection with enforcement of this trust deed or collection of any amounts secured thereby; and (7) any other items for the reasonable protection of the real property or for the protection or enforcement of beneficiary's security interest therein or for collection of any amounts secured thereby. All such advances and liabilities shall be secured by the lien of this trust deed, and shall bear interest at the rate provided for in the promissory note secured by this trust deed, from the date advanced by beneficiary, until repaid. Grantor shall be jointly and severally liable for all such advances made by beneficiary. Any such expenditures shall be paid by grantor with 12 days after written notice from beneficiary, and if not paid, beneficiary shall also be subrogated to the rights of the holder of the prior encumbrance to the extent of beneficiary's expenditures or advances.

GRANTOR:


Herbert C. McMurtry

GRANTOR:


Nichola C. McMurtry



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