



200902190086

Skagit County Auditor

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Document Title:

Mortgage

Reference Number :

Grantor(s):

☐ additional grantor names on page \_\_\_\_

1. Robert Claus

2.

Grantee(s):

☐ additional grantee names on page \_\_\_\_

1. Charles Byrd

2. Janet Byrd

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_

Lts. 19-20 BIK 130 City of Anacortes

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_

P55843

## REAL ESTATE MORTGAGE

That ROBERT S. CLAUS, hereinafter known as Mortgagor, in consideration of the loan of One Hundred Thirty Nine Thousand dollars (\$139,000.00) does grant to CHARLES RAY BYRD and JANET ELIZABETH BYRD, husband and wife and the marital community composed thereof, hereinafter known as Mortgagees, as security for that certain Promissory Note of the same date, a Mortgage interest in and to the following described real estate situated in Skagit County, Washington:

Lots 19 and 20, Block 130, map of the City of Anacortes, Skagit County, Washington, according to the plat thereof recorded in volume 2 of Plats, pages 4 through 7, Records of Skagit County, Washington.

There is no personal property pledged as collateral for said loan.

### I. NOTE

The principal amount of the loan and note secured hereby is \$139,000.00, to be paid as follows: on or before a date precisely six (6) calendar months from the date of this instrument. Said sum shall bear interest at the rate of 6% per annum.

### II. SATISFACTION

Upon payments of all amounts due to the Mortgagees, they agree to



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deliver to Mortgagor a Satisfaction of Mortgage in fulfillment of this Mortgage and the note of the same date.

### III. TAXES, ASSESSMENTS AND UTILITY LIENS

All taxes and assessments of a continuing nature shall be paid, by the date due, and no liens against the property shall be suffered to accrue against the herein pledged real estate after the date of this mortgage in any manner which would impair Mortgagees lien interest in and to said property.

### V. CONDITION OF PROPERTY

Mortgagor shall purchase premises fire and casualty insurance in an amount at least equal to the loan amount set forth herein, for the real estate, buildings, and improvements, naming Mortgagees as additional insureds as their interest may appear.

### VI. DEFAULT

If Mortgagor fails to observe or perform any term, covenant, or condition of this contract, Mortgagees may:

- a) sue for any delinquent periodic payment; or
- b) sue for specific performance of any of Mortgagor's obligations pursuant to this contract; or
- c) declare this contract forfeit pursuant to the appropriate provisions of the Revised Code of Washington. The effect of such forfeiture includes:
  - i) All right, title, and interest in the property of the mortgagor.
  - ii) Mortgagor's rights hereunder would be canceled;
  - iii) All sums previously paid hereunder would belong to and be retained by the Mortgagees or other person to whom paid and



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Mortgagor shall be required to surrender possession of the property and improvements to the seller 10 days after the forfeiture.

- iv) Mortgagor may be given written notice demanding payment of all said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Mortgagees's reasonable attorney fees and costs incurred for services in preparing and sending such notice and stating that if payment pursuant to said notice is not received within 30 days after the date said notice is either deposited in the mail addressed to the Mortgagor or personally delivered to the him, the entire balance owing including interest, will become immediately due and payable. Mortgagees may thereupon institute suit for payment of such balance, interest, late charges and reasonable attorney fees and costs.
- v) Sue to foreclose this mortgage in which event Mortgagor may be liable for deficiency.

#### VII. NON-WAIVER

Failure of either party to insist upon strict performance of the other parties obligations hereunder, shall not be construed as a waiver of strict performance thereafter of all of the other parties obligations hereunder and shall not prejudice any remedies as provided for herein. In the event of any breach of this contract the party responsible for the breach agrees to pay reasonable attorney fees and costs including cost of service of notice and title searches incurred by the other party. The prevailing party in any suit instituted and arising out of this contract and in any forfeiture proceedings arising out of this contract shall be entitled to receive reasonable attorney fees and costs incurred in such suit or proceedings.



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### VIII. NOTICES

Notices shall be personally served or sent certified mail, return receipt requested and by regular first class mail to Mortgagor at 3284 Biz Point Rd., Anacortes, Washington 98221 and to Mortgagees at 151 McAtee Rd., Centralia, Washington, 98531, Washington, or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed.

### IX. TIME IS OF THE ESSENCE

Time is of the essence in the performance of any obligations pursuant to this instrument. The provisions hereof shall be binding including time and performance upon the heirs, devisees, and assigns of the parties hereto.

### X. PREPAYMENT

Should the Mortgagor elect to make payment of the principal and interest prior to the due date set forth herein, no penalty shall apply to the same.

### XI. ENTIRE AGREEMENT

This instrument constitutes the entire agreement of the parties, and supercedes all prior agreements or understandings, written or oral. This Mortgage may be amended only in writing executed by both parties.

In witness whereof the parties have hereunto set their signatures this 13<sup>th</sup> day of February, 2009.

Robert S. Claus

Robert S. Claus

Charles Ray Byrd

Charles Ray Byrd

Janet Elizabeth Byrd

Janet Elizabeth Byrd



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STATE OF WASHINGTON )  
 ) SS. ACKNOWLEDGEMENT  
COUNTY OF LEWIS )

Personally appeared before me, ROBERT S. CLAUS, to me known to be the person who executed the foregoing real estate Mortgage, and acknowledged that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal this 19<sup>th</sup> day of February 2009.

Megan Johnson  
Notary Public in and for the  
State of Washington, residing  
at Seadrift, Texas  
Commission expires March

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