



201008160154  
Skagit County Auditor

8/16/2010 Page 1 of 2 3:30PM

FILED FOR RECORD AT REQUEST OF  
and  
WHEN RECORDED RETURN TO  
B. Craig Gourley  
P. O. Box 1091  
Snohomish, WA 98291

ACCOMMODATION RECORDING

M 18858

LAND TITLE OF SKAGIT COUNTY MORTGAGE

THIS MORTGAGE, made this 13 th day of August 2010 between **Jackson Sharpe** MORTGAGOR, whose address is 32901 138<sup>th</sup> St SE, Sultan, WA 98294, and **James Sharpe**, MORTGAGEE, whose address is PO Box 874, Burlington, WA 98233, to secure the payment of the sum of Sixty Five Thousand and NO/100 dollars (\$65,000.00) according to the terms and conditions set forth in a promissory Note of even date herewith, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Mortgagee to Mortgagor, or any of their successors or assigns, together with interest thereon at such rate as agreed upon.

Legal description of the mortgaged property:

**Mortgagor's undivided one half interest in the following described real property in Skagit County, Washington:**

**The East half of the Northwest quarter of the Southeast quarter of Section 21, Township 35, North Range 4 East, W.M.**

**EXCEPT the North 400 feet of the East 600 feet thereof,**

**AND ALSO EXCEPT the North 25 feet thereof as conveyed to Skagit County for road purposes by Deed recorded April 25, 1894, in Volume 29 of Deeds Page 553, and by Deed recorded June 28, 1972 under Auditors file number 770332, records of Skagit County, Washington**

**AND ALSO EXCEPT the North 21 feet of the remainder, as conveyed to Skagit County by Deed recorded on September 23, 1999, under Auditors file number 199909230057**

**Situate in Skagit County, State of Washington.**

**Assessors Tax Account number 350421-4-002-0208 / P37034**

To protect the security of this Mortgage the Mortgagor 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 Mortgage.
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 Mortgage. All policies shall be in such companies as the Mortgagee may approve and have loss payable first to the Mortgagee, as its interest may appear, and then to the Mortgagor. The

amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Mortgagee shall determine. Such application by the Mortgagee shall not cause discontinuance of any proceedings to foreclose this Mortgage. In the event of foreclosure, all rights of the Mortgagor 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 of the Mortgagee, 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 Mortgagee to foreclose this Mortgage.

5. To pay all costs, fees and expenses in connection with this Mortgage, including the expenses incurred in enforcing the obligation secured hereby and attorney's fees actually incurred and allowed by law.

6. Should Mortgagor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property herein above described. Mortgagee 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 Mortgage.

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 Mortgagee to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Mortgagee 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.

4. Upon default by Mortgagor 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 Mortgagee.

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

6. Any provisions of this Mortgage which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provisions hereof, and such other provisions shall remain in full force and effect. Any such invalid, void or illegal provision shall be stricken or deemed amended to comply with the law.

*Jackson Sharpe*

**Jackson Sharpe**

STATE OF WASHINGTON, )  
 )ss.  
COUNTY OF SNOHOMISH )

I hereby certify that I know or have satisfactory evidence that Jackson Sharpe is the person who appeared before me, and said person acknowledges that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8-13-10

*Shari A. Wulf*

Notary Public in and for the State of Washington,  
residing at Snouhausen

My appointment expires: 5-9-11



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