

When recorded return to:



201204060125
Skagit County Auditor

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DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 3rd day of January, 2012 between

Barbara A De Poppe

as GRANTOR(S),
whose address is 789 Hamilton Cemetary Rd – Sedro Woolley, WA 98284

and

Chicago Title

as TRUSTEE,
whose address is 425 Commercial St – Mt Vernon, WA 98273

and

V. Ivan Herdt & Evangeline Herdt

as BENEFICIARY,
whose address is 933 Vernon Avenue, Burlington, WA 98233

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:

See attached Exhibit A

P77928
Lt 6 fruitdale view Div 1

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s):

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 of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of

(\$30,000.00) 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 Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on January 3, 2015.

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 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(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 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.

LPB 22A-05(i)

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7. DUE ON SALE: (OPTIONAL – *Not applicable unless initialed by Grantor and Beneficiary.*) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

BAD

Grantor initials

V. J. H. E. A. H

Beneficiary initials

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust 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 thereto.
4. Upon default by Grantor(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. 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 expense 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 all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 encumbrancers 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 absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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 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, 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.

9. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. None

b. As set forth on the attached Exhibit _____ which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies.)

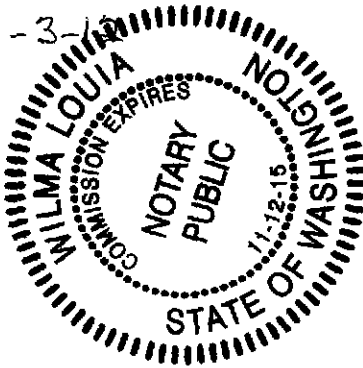
Barbara A. De Poppe

STATE OF WASHINGTON
COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that BARBARA A. DE POPPE
(is/are) the person(s) who appeared
before me, and said person(s) acknowledged that she signed this instrument and acknowledged it to be
her free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: 1-3-15



Wilma Louia
Notary name printed or typed: WILMA LOUIA
Notary Public in and for the State of WASHINGTON
Residing at BURLINGTON
My appointment expires: 11-12-15



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Skagit County Auditor

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: _____



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Skagit County Auditor

EXHIBIT A
V. N. H., E. G. H.



AFTER RECORDING MAIL TO:

Barbara A DePoppe
789 Hamilton Cemetery
Sedro Woolley, WA 98284



201201310038
Skagit County Auditor
1/31/2012 Page 1 of 2 10:58AM

Filed for Record at Request of:
GBS, LLC

Specs above this line for Recordors use only
GUARDIAN NORTHWEST TITLE CO.

STATUTORY WARRANTY DEED

103036

1/6

File No: 207340116 / 561-821470 (JN)

Date: January 05, 2012

Grantor(s): **Secretary of Housing and Urban Development**
Grantee(s): **Barbara A DePoppe**
Abbreviated Legal: **LOT 6, "PLAT OF FRUITDALE VIEW DIV. NO. 1"**
Additional Legal on page:
Assessor's Tax Parcel No(s): **4194-000-006-0002 P77428**

THE GRANTOR(S), The Secretary of Housing and Urban Development His/Her Successors in Office, for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to Barbara A DePoppe, a married woman as her sole and separate property, the following described real estate, situated in the County of Skagit, State of Washington.

LOT 6, "PLAT OF FRUITDALE VIEW DIV. NO. 1", AS PER PLAT RECORDED IN VOLUME 10 OF PLATS, PAGE 29, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

In witness whereof, the undersigned has set his/her hand as a principal and/or officer of PENCO LTD, Management and Marketing contractor of the U.S. Department of Housing and Urban Development, for and on behalf of the Secretary of Housing and Urban Development, under the redelegation of authority published at 70 Fed. Reg. 43,171 (July 26, 2005).

Secretary of Housing and Urban Development

By: [Signature] (Seal)

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2012 225
JAN 31 2012

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Amount Paid \$ 0
Skagit Co. Treasurer 10 7/97
By [Signature] Deputy



201204060125
Skagit County Auditor

Elizabeth Cortez
(Type or Print Name)

Closing Manager
(Type or Print Title)

STATE OF California)
COUNTY OF Sacramento)-ss

On January 25, 2012 personally appeared before me Elizabeth Cortez

who executed the foregoing instrument for and on behalf of the Secretary of Housing and Urban Development.

Dated: January 25, 2012

Carole Fujisaki
Carole Fujisaki
(Type or Print Name)

Notary Public in and for the State of CA
Residing at: Sacramento
My appointment expires: Jan 22, 2015



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