

Return Address:

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201310220045

Skagit County Auditor

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Document Title:

Deed of Trust

Reference Number (if applicable):

Grantor(s):

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

- 1) Kathi Dahl
- 2) \_\_\_\_\_

Grantee(s):

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

- 1) Trustee: Chicago Title Co.
- 2) ALONZO & Lorraine F. Pratt

Abbreviated Legal Description:

☐ full legal on page(s) \_\_\_\_.

5-34-4

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page \_\_\_\_.

P62782

## DEED OF TRUST

THIS DEED OF TRUST, Made this day of October 9<sup>th</sup>, 2013, between Kathi Dahl, who is a single woman, whose address is 1020 S. Anacortes St. Burlington, Washington 98233, herein called "GRANTOR", and Alonzo and Lorraine F. Pratt, herein called "BENEFICIARY".

### WITNESSETH:

That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Skagit, State of Washington, described as follows and containing not more than forty acres:

DK 12: TAX 1: Parcel P  
62782; XrefId 3867-000-073-0503 Quarter 01, Section 05, Township 34, Range 04. Assessor's parcel map; PDF I DWF and further Identified as 1020 South Anacortes Street in the city of Burlington Washington 98233.

That portion of the west half of the west half of tract 73, "plat of the Burlington acreage property," as per plat recorded in volume 1 of plats page 49, records of Skagit Count, Washington, described as follows: Beginning at the Northwest corner of said tract 73; thence East 90 feet, thence South 75 feet; thence West 90 feet; thence north 75 feet to the point of beginning, except that portion described as follows: Beginning at the Northwest corner of said tract 73 thence south 89 degrees 40'30" East along the North line of said tract 73; to the true point of beginning; thence continue south 89 degrees 40'30" East along said North line, 4.00 feet to the Northwest corner of that certain tract conveyed under auditor's file 546228 75.00 feet to the Southwest corner of said tract; thence North 89 degrees 40'30" West along the South line of that certain tract conveyed by instrument recorded under Skagit County auditor's file no. 700837; thence North 0 degrees 24' West, 75.00 feet to the true point of beginning

TOGETHER WITH the rents, issues and profits thereof, and all rights of homestead exemption, SUBJECT HOWEVER, to the right, power and authority hereinafter given to and conferred upon beneficiary to collect and apply such rents, issues and profits.



THIS DEED OF TRUST IS EXECUTED FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of One Hundred and nine thousand three hundred dollars even (\$109,000.00), final payment due on the first day of November, 2033, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances, together with interest thereon.

A. To protect the security of this deed of trust, Grantor agrees:

1. To keep the property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all law affecting the property or requiring any alteration or improvements to be made thereon; not to commit or permit waste thereof, not to commit, suffer, or permit any act on the property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts from which the character or use of the property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to beneficiary fire insurance satisfactory to and with loss payable to beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary against any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected or any part thereof may be released to grantor. Such application or release shall not cure or waive any default or notice of default



hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; and to pay all expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which beneficiary or trustee may appear.

4. To pay, at least ten days before delinquency, all taxes and assessments affecting the property; when due, all encumbrances, charges, and liens, with interest, on the property or any part thereof which appear to be prior or superior hereto; all costs, fees and expenses of this trust. In addition to the payments due in accordance with the terms of the note hereby secured, grantor shall at the option and on demand of beneficiary, pay each month one-twelfth of the estimated annual taxes, assessments, insurance premiums, maintenance, and other charges upon the property, in trust for grantor's use and benefit and for the payment by beneficiary of any such item when due. Grantor's failure so to pay shall constitute a default hereunder.

5. To pay immediately and without demand all sums expended by beneficiary or trustee pursuant to the provisions hereof, with interest from date of expenditure at twelve percent (12%) per annum.

6. If beneficiary has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, Grantor will pay a late charge to the beneficiary. The amount of the late charge will be 5% of the overdue payment of principal and interest. Grantor will pay this late charge promptly but only once on each late payment.

7. Should grantor fail to make any payment or to do any act as herein provided, then beneficiary or trustee, without any obligation to do so and without notice to or



demand on grantor and without releasing grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, beneficiary or trustee being authorized to enter on the property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or enforcing this deed of trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his/her reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to the property or any part thereof is hereby assigned and shall be paid to beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as above provided for this position of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, beneficiary does not waive the right either to require prompt payment when due of all other sums so secured or declare default for failure to so pay.
3. At any time or from time to time, without liability therefor, and without notice, on written request of beneficiary in presentation of this deed of trust and note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, trustee may reconvey all or any part of the property consent to the making of any map or plan thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.



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4. On written request of beneficiary stating that all sums secured hereby have been paid, and on surrender of this deed of trust and note to trustee for cancellation and retention and on payment of his/her fees, trustee shall reconvey without warranty the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, grantor hereby gives to and confers on beneficiary the right, power and authority, during the continuance of this trust, to collect the rents, issues, and profits of the property, reserving unto grantor the right, prior to any default by grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as may become due and payable. On any such default, beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter on and take possession of the property or any part thereof, in his/her own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less expenses of operation and collection, including reasonable attorney's fees, on any indebtedness secured hereby, and in such order as beneficiary may determine. The entering on and taking possession of the property, the collection of such rents, issues, and profits and the application thereof, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. If all or any part of the above described real property, or an interest therein, is sold, transferred, conveyed or exchanged, without the beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to the beneficiary's interest, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise or descent, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, the beneficiary may, at the beneficiary's option, declare all the sums secured by this Deed of Trust to be fully matured and immediately due and payable. If beneficiary exercises such option to accelerate, beneficiary shall mail to grantor a notice of acceleration addressed to the property address or such other address as the grantor may designate by notice to the beneficiary. Such notice shall be given by certified



mail with return receipt requested. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which the grantor may pay such sums declared due. If the grantor fails to pay such sums of principal plus accrued interest prior to the expiration of such period, the beneficiary may, without further notice or demand on the grantor, invoke the remedy of foreclosing this Deed of Trust as hereinafter provided.

7. On default by grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of beneficiary. In the event of default, beneficiary shall execute or cause trustee to execute a written notice of such default and of his/her election to cause the property to be sold to satisfy the obligation hereof and shall cause such notice to be recorded in the office of the recorder of each county in which the real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, trustee, without demand on grantor, shall sell the property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser his/her deed conveying the property sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including grantor, trustee, or beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of trustee and of this trust, including cost of evidence of title and reasonable counsel fees in connection with sale, trustee shall apply the proceeds of sale to payment of or to all sums expended under the terms hereof, not then repaid, with accrued interest at twelve percent (12%) per annum; to the obligation secured by the trust deed; to the holders of any recorded liens subsequent to the interest of trustee in the trust deed as their interest may appear; and the remainder, if any, to the person or persons legally entitled thereto.



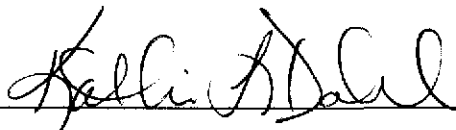
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8. This deed of trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner of the notes secured hereby, or, if the note has been pledged, the pledgee thereof. Whenever the context herein so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9. 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, beneficiary, or trustee shall be a party unless brought by trustee.

10. In the event of dissolution or resignation of trustee, beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any notice of default and a copy of any notice of sale hereunder shall be mailed to grantor at the address hereinabove set forth.



Kathi Dahl

GRANTORS



201310220045

Skagit County Auditor

\$81.00



STATE OF Washington)

: SS.

County of Skagit)

On this day of October 9<sup>th</sup>, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared KATHI DAHL, a single individual, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

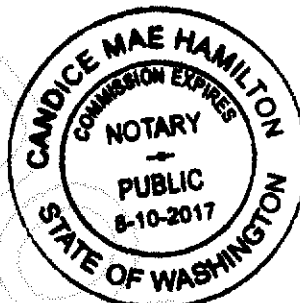
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Candice Mae Hamilton

Notary Public for Washington

Residing at: Sedro Woolley

My Commission expires: 08/10/2017



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