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Skagit County Auditor

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Document Title:

Deed of Trust

LAND TITLE OF SKAGIT COUNTY

Reference Number:

1480630E

Grantor(s):

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

1. ~~David-Von-Allmen~~  
DAVID SCHIMKE AND VIKI SCHIMKE
- 2.

Grantee(s):

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

1. ~~David-Schimke~~  
DAVID VON ALLMEN
2. ~~Viki-Schimke~~

Land Title Company

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_

ptn 2nd & 3rd Class TdlDs Ifo 25 & 36/36-2 E W.M.

Assessor Parcel / Tax ID Number:

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

~~P47066~~ P131757  
P47067  
P47068  
P47081  
P47466  
P61563

**AFTER RECORDING MAIL TO:**  
Law Office of Paul W. Taylor Inc., P.S.  
20388 Eric Street  
Mount Vernon, WA 98274

## Deed of Trust

THIS DEED OF TRUST, made this 6 day of Dec. 2013, between ~~DAVID VON ALLMEN~~, **GRANTOR**, whose address is P.O. Box 314, Bow, WA 98232, a single person, and Land Title Company, a Washington corporation as **TRUSTEE**, whose address is 111 E. George Hooper Road, Burlington, WA 98233, and ~~David Schimke and Viki Schimke, Husband and Wife~~, as **BENEFICIARY**, whose address is 16970 Colony Road, Bow, WA 98232, WITNESSETH: **GRANTOR** hereby bargains, sells and conveys to Trustee in Trust, which power of sale, the following described real property in Skagit County, Washington:  
\*DAVID SCHIMKE AND VIKI SCHIMKE, HUSBAND AND WIFE, GRANTOR  
\*\*DAVID VON ALLMEN, A SINGLE PERSON, A HIS SEPARATE PROPERTY, BENEFICIARY  
**See Attached Exhibit "A"**

Assessor's Property Tax Parcel/Account Number(s): P47466, P47068, P47081, P47067, P61563

P131757

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 way appertaining, and the rents, issues and profits thereof. This deed is for the purpose of securing performance of each agreement of **GRANTOR** herein contained, and payment of the sum of **One Million, Eight Hundred Three Thousand, One Hundred Nine Dollars and fourteen cents (\$1,803,109.14)** with three percent (3%) interest, in accordance with the terms of a promissory note of even date herewith, payable to **BENEFICIARY** or order, and made by **GRANTOR**, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by **BENEFICIARY** to **GRANTOR**, or any of 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** 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 Deed of Trust.



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3. If applicable, 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**. 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** 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** 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.

**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** 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** 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 expense of the sale, including a reasonable **TRUSTEE'S** fee and attorney's fee; (2) to the obligation




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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** had or had the power to convey at the time of his execution of this Deed of Trust, and such as he 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.

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 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 any action or proceeding in which **GRANTOR**, **TRUSTEE** or **BENEFICIARY** shall be a party unless such action or proceeding is brought by the **TRUSTEE**.

**Do not lose or destroy this Deed of Trust or the note that it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

David Schimke

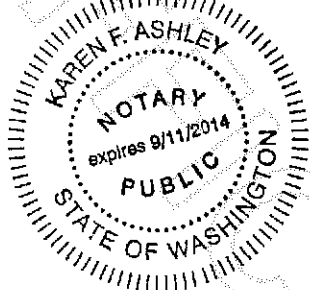
  
Viki Schimke

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On this 6th day of December, 2013, before me personally appeared **David Schimke**, to me known, who executed the within and foregoing instrument, and he acknowledged the said instrument to be his free and voluntary act, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Karen Ashley  
NAME: Karen Ashley  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 9-11-2014

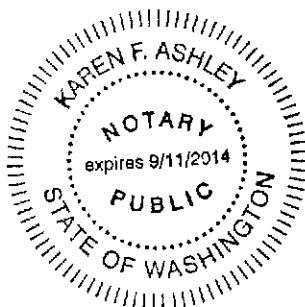
STATE OF WASHINGTON )

COUNTY OF Skagit )

SS

On this 6th day of December, 2013, before me personally appeared **Viki Schimke**, to me known, who executed the within and foregoing instrument, and she acknowledged the said instrument to be her free and voluntary act, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Karen Ashley  
NAME: Karen Ashley  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 9-11-2014



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**Schedule "A-1"**

**148063-OE**

**DESCRIPTION:**

**PARCEL "A":**

Tidelands of the second class as conveyed by the State of Washington, situate in front of, adjacent to or abutting upon that portion of meander line, described as follows:

Beginning at a point on the Government meander line from which the meander corner to fractional Sections 25 and 26, Township 36 North, Range 2 East, W.M., bears by the following courses and distances following said meander line to-wit:

North 81°31' West 7 chains, North 86°30' West 12.50 chains, North 76° West 9 chains, West 4.50 chains and South 79° West 12.34 chains;  
thence from said initial point South 81°31' East 2 chains;  
thence South 13° West 1.50 chains;  
thence South 34° West 6.50 chains;  
thence South 46° West 8 chains;  
thence South 3°30' East 1.70 chains;  
thence East 5.35 chains to the point of beginning of this line description;  
thence South 76° East 8 chains;  
thence South 34° East 12 chains to the terminus of this line description.

Situate in the County of Skagit, State of Washington.

**PARCEL "B":**

Also the tidelands of the second class, as conveyed by the State of Washington, included in a tract in front of Section 25, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at the Northwest corner of Lot 8, Tract I, "SAMISH ISLAND OYSTER LAND TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 5 of Plats, page 14, records of Skagit County, Washington, and running thence South 20° East 9.585 chains along the Westerly line of said Lot 8;  
thence North 28°56'48" West 9.441 chains and North 60° East 1.491 chains to said Northwest corner of said Lot 8 and the point of beginning.

Situate in the County of Skagit, State of Washington.

**PARCEL "C":**

All tidelands of the second class as conveyed by the State of Washington and suitable for the cultivation of Oysters, described by metes and bounds as follows, to-wit:

Beginning at a point which lies North 2°53' East 30.16 chains from the meander corner on the West side of Section 31, Township 36 North, Range 3 East, W.M.;  
thence North 72° West 9.50 chains;  
thence North 82° West 13.15 chains;  
thence West 2.00 chains;



**Schedule "A-1"**

**148063-OE**

**DESCRIPTION CONTINUED:**

**PARCEL "C" continued:**

thence North 34° West 13.25 chains;  
thence North 76° West 6.72 chains;  
thence North 60°40' East 12.79 chains to the Southwest corner of application number 3066;  
thence South 75° East 16.54 chains along Southerly side of application number 3066 to the Southeast corner of same and the Southwest corner of application number 3067;  
thence East 29.00 chains along South line of application number 3067 to the Southeast line of application number 3068;  
thence South 30° East 5.50 chains along the Southeast line of application number 3068 to the Southerly corner of same;  
thence South 15.15 chains;  
thence South 76°51' West 21.75 chains along the Northerly side of the C. X. Larrabee application;  
thence North 2°53' East 5.50 chains to the point of beginning.

Situate in the County of Skagit, State of Washington.

**PARCEL "D":**

Lots 8, 9 and 10, in Tract 1, "SAMISH ISLAND OYSTER LAND TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 5 of Plats, page 14, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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