

201404150063

Skagit County Auditor

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After recording return document to:

NICOL LAW, PLLC
904 South Third
Mount Vernon, WA 98273

CHICAGO TITLE
620020233

DOCUMENT TITLE: DEED OF TRUST

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR(S): Vanderley D^aasilva and Eowyn Dasilva, husband and wife

ADDITIONAL GRANTORS ON PAGE OF DOCUMENT.

GRANTEE(S): MANU FORTI, LLC, a Washington Limited Liability Company.
CHICAGO TITLE INSURANCE COMPANY

ADDITIONAL GRANTEES ON PAGE OF DOCUMENT.

ABBREVIATED LEGAL DESCRIPTION:

Lts 3-5, Blk 23, Beale's Maple Grove.

ADDITIONAL LEGAL DESCRIPTION ON PAGE 2 OF DOCUMENT.

ASSESSOR'S TAX/PARCEL NUMBER(S):

Skagit Property ID 56718 and Geographic ID 3775-023-005-0004.

DEED OF TRUST
(For use in the State of Washington only)

THIS DEED OF TRUST, is made this 12 day of April 2014, 2014, between VANDERLEY DESILVA AND EOWYN DASILVA, husband and wife, and the marital community of them composed, whose address is 507 37th Street, Anacortes, WA 98221; and Chicago Title Insurance Company, as Trustee, whose address is 425 Commercial St, Mt Vernon, WA 98273; and, MANU FORTI, LLC, a Washington Limited Liability Company as BENEFICIARY, whose address is 13735 Rawlins Road, Mount Vernon, WA 98273.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington legally described as:

Lots 3, 4 and 5, Block 23, Beale's Maple Grove Addition to the City of Anacortes, as per Plat recorded in Volume 2 of Plats, Page 19, records of Skagit County, WA.
Situate in Skagit County, Washington

Skagit Property ID 56718 and Geographic ID 3775-023-005-0004.

The postal address of which is commonly known as 507 37th Street, Anacortes, WA 98221.

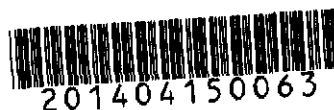
NOTE: This Deed of Trust secures a Promissory Note of this same date. The Note states that the Borrower shall pay to the Lender the original amount of **ONE HUNDRED AND FIFTY SEVEN THOUSAND and 00/00 DOLLARS (\$157,000.00)** in regular monthly installments.

DUE DATE: The entire balance of the Promissory Note secured by this Deed of Trust, together with any and all interest, penalties and late fees accrued thereon, shall be due and payable in full on **June 1, 2017**.

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.

Grantor shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate, or commit waste. If this Security Instrument is on a leasehold, Grantor shall comply with the provisions of the lease, and if Grantor acquires fee title to the Property, the leasehold and fee title shall not merge unless Beneficiary agrees to the merger in writing.



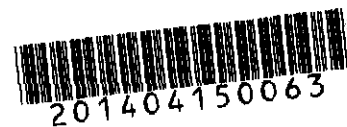
2. That Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property or that may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Grantor shall pay these obligations on time directly to the person owed payment. Grantor shall promptly furnish to Beneficiary all notices of amounts to be paid under this paragraph. Grantor shall promptly furnish to Beneficiary receipts evidencing the payments.

Grantor shall promptly discharge any lien that has priority over this Security Instrument unless Grantor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Beneficiary's sole opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Security Instrument. If Beneficiary determines that any part of the Property is subject to a lien that may attain priority over this Security Instrument, Beneficiary may give Grantor a notice identifying the lien. Grantor shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

3. That Grantor shall keep the property and all improvements now existing or to be erected on the Property insured against loss by fire or hazards included within the term "extended coverage", and any other hazards for which Beneficiary requires insurance; to wit, personal injury and general liability, and general umbrella coverage in an amount not less than \$500,000.00. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires, but in no instance for a period of time less than the term of this Deed of Trust and any extensions thereof or for the term of the Promissory Note executed herewith. The insurance carrier providing the insurance shall be chosen by Grantor subject to Beneficiary's approval which shall not be withheld unreasonably.

All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard mortgage clause. Beneficiary shall have the right to hold the policies and renewals. If Beneficiary requires, Grantor shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

Unless Beneficiary and Grantor otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within thirty (30) days a notice from Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.



Unless Beneficiary and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Sections One and Two or change the amount of the payments. If under default the Property is acquired by Beneficiary, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

4. That if Grantor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Beneficiary's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, or to enforce laws or regulations), then Beneficiary may do and pay for whatever is necessary to protect the value of the Property and Beneficiary's rights in the Property. Beneficiary's actions may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorney fees, and entering on the Property to make repairs. Although Beneficiary may take action under this paragraph, Beneficiary does not have to do so.

Any amounts disbursed by Beneficiary under this Section shall become additional debt of Grantor secured by this Security Instrument. Unless Grantor and Beneficiary agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, on notice from Beneficiary to Grantor requesting payment.

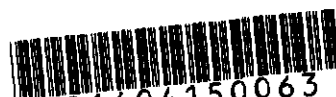
If Beneficiary required mortgage insurance as a condition of making the loan secured by this Security Instrument, Grantor shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Grantor's and Beneficiary's written agreement or applicable law.

5. 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.

6. That Beneficiary or its agent may make reasonable entries on and inspections of the Property. Beneficiary shall give Grantor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. 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.

8. That the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for a conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary.



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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property, unless Grantor and Beneficiary otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Grantor.

If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Beneficiary within thirty (30) days after the date the notice is given, Beneficiary is authorized to collect and apply the proceeds, at its option, either to the restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Beneficiary and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Sections One and Two or change the amount of such payments.

9. That 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.

10. Beneficiary shall give notice to Grantor prior to acceleration following Grantor's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Sections Thirteen and Seventeen unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Grantor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction. The notice shall further inform Grantor of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Grantor to acceleration and sale, and any other matters required to be included in the notice by applicable law. If the default is not cured on or before the date specified in the notice, Beneficiary at its option may require the immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees and the costs of title evidence.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of the occurrence of an event of default and of Beneficiary's election to cause the Property to be sold. Trustee and Beneficiary shall take such action regarding the notice of sale and shall give such notices to Grantor and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without demand on Grantor, shall sell the Property at public auction to the



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highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone the sale of the Property for a period or periods permitted by applicable law by public announcement at the time and place fixed in the notice of sale. Beneficiary or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in them. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorney fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

11. Upon acceleration or abandonment of the Property, Beneficiary (in person, by agent, or by judicially appointed receiver) shall be entitled to enter on, take possession of, and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Beneficiary or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney fees, and then to the sums secured by this Security Instrument.

12. On payment of all sums secured by this Security Instrument, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

In accordance with applicable law, Beneficiary may from time to time appoint a successor trustee to any Trustee appointed under this Security Instrument who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power, and duties conferred on Trustee in this Security Instrument and by applicable law.

13. **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.

VBS

Grantor initials

CM

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.

Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Beneficiary to any successor in interest of Grantor shall not operate to release the liability of the original Grantor or Grantor's successors in interest. Beneficiary shall not be required to commence proceedings against any successor in interest or refuse to extend the time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Grantor or Grantor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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.



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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. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Beneficiary and Grantor, except as provided below. Grantor's covenants and agreements shall be joint and several. Any Grantor who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant, and convey that Grantor's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Beneficiary and any other Grantor may agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Grantor's consent.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Beneficiary if its exercise is prohibited by federal law as of the date of this Security Instrument.

If Beneficiary exercises this option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Security Instrument. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Security Instrument without further notice or demand on Grantor.

8. In the event of the 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.

9. 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.

10. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☒ None

b. ☐ As set forth on the attached Exhibit A which is incorporated by this reference. (Note: If neither "a" nor "b" is checked, then option "a" applies.)



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DATED as shown above.

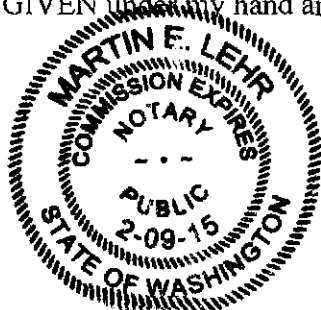
Vanderley Desilva
VANDERLEY DESILVA
A mg

Eowyn Desilva
EOWYN DASILVA

STATE OF WASHINGTON)
: SS
COUNTY OF SKAGIT)

On this day personally appeared before me EOWYN DA SILVA and VANDERLEY DESILVA, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged ^{they} signed the same as ^{their} free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of April, 2014.



Martin E. Lehr
Notary Public for the State of
Washington, Residing at
La Canner
My commission expires: 2-9-15

STATE OF WASHINGTON)
: SS
COUNTY OF SKAGIT)

On this day personally appeared before me EOWYN DESILVA, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of ____, 2014.

Notary Public for the State of
Washington, Residing at

My commission expires:



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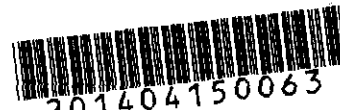
REQUEST FOR FULL RECONVEYANCE -Do not record. To be used only when note
has been paid.

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: _____

_____, BENEFICIARY



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