

When recorded return to:  
Michael Alvord and Pamela Alvord  
P.O. Box 397  
LaConner, WA 98257



Skagit County Auditor \$81.00  
6/18/2014 Page 1 of 9 1:33PM

Filed for record at the request of:



CHICAGO TITLE  
COMPANY

425 Commercial  
Mount Vernon, WA 98273

Escrow No.: 620020211

CHICAGO TITLE  
620020211

P20769 P20770  
P65274

**DEED OF TRUST**

(For use in the State of Washington Only)

THIS DEED OF TRUST, made this 13th day of June, 2014 between Julianna Elaine West and Stephen Scott West, wife and husband

as GRANTOR(S),  
whose address is 995 Via Del Salinas, Paso Robles, CA 93446  
and Chicago Title Insurance Company

as TRUSTEE,  
whose address is 425 Commercial St., Mount Vernon, WA 98273  
and Michael Alvord and Pamela Alvord, Husband and Wife

as BENEFICIARY,  
whose address is P.O. Box 397, LaConner, WA 98257

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:

**PARCEL A:**

That portion of the Northeast Quarter of the Southwest Quarter of Section 27, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning to the Southwest corner of said Northeast Quarter of the Southwest Quarter;  
Thence North 1°31'10" East along the West line of said Northeast Quarter of the Southwest Quarter a distance of 171.00 feet to the true point of beginning of this description;  
Thence North 1°31'10" East along the West line of said Northeast Quarter of the Southwest Quarter, a distance of 79.00 feet;  
Thence South 88°28'50" East, a distance of 100.00 feet;  
Thence South 1°31'10" West, a distance of 50.00 feet;  
Thence South 14°19'46" West, a distance of 29.74 feet;  
Thence North 88°28'50" West, a distance of 93.41 feet to the true point of beginning of this description,

EXCEPT that portion thereof lying Northerly and Westerly of the Northerly and Westerly lines of that certain tract conveyed to Agnes D. Horn by deed dated July 7, 1955, recorded August 5, 1955, under Auditor's File No. 522070, records of Skagit County, Washington.

TOGETHER WITH that portion of Tract A, Assessor's Plat of Fahlen's Snee-Oosh Tracts, according to the plat thereof recorded in Volume 8 of Plats, page 86, records of Skagit County, Washington, described as follows:

Beginning at the most Northerly corner of said Tract A;  
Thence South 1°31'10" West along the East line of said Tract A, a distance of 79.00 feet;  
Thence North 88°28'50" West, a distance of 3.67 feet to a point of the West line of said Tract A,  
Thence North 4°10'52" East along the West line of said Tract A, a distance of 79.08 feet to the point of beginning.

**DEED OF TRUST**  
(continued)

Situated in Skagit County, Washington.

**PARCEL B:**

That portion of the Northeast Quarter of the Southwest Quarter of Section 27, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of said Northeast Quarter of the Southwest Quarter;  
Thence North 1°31'10" East along the West line of said Northeast Quarter of the Southwest Quarter, a distance of 77.53 feet to the true point of beginning of this description;  
Thence North 1°31'10" East along the West line of said Northeast Quarter of the Southwest Quarter, a distance of 93.47 feet;  
Thence South 88°28'50" East, a distance of 93.41 feet;  
Thence South 14°19'46" West, a distance of 134.90 feet;  
Thence North 57°32'50" West, a distance of 74.04 feet to the true point of beginning of this description.

TOGETHER WITH that portion of Tract A, Assessor's Plat of Fahlen's Snee-Oosh Tracts, according to the plat thereof recorded in Volume 8 of Plats, page 86, records of Skagit County, Washington, described as follows:

Beginning at a point on the East line of said Tract A, which point bears South 1°31'10" West, a distance of 79.00 feet from the most Northerly corner of said Tract A;  
Thence South 1°31'10" West along said East line of Tract A, a distance of 93.47 feet;  
Thence North 57°32'50" West, a distance of 9.09 feet to a point on the West line of said Tract A;  
Thence North 4°10'52" East along the West line of said Tract A, a distance of 88.90 feet to a point which bears South 4°10'52" West, a distance of 79.08 feet from the most Northerly corner of said Tract A;  
Thence South 88°28'50" East, a distance of 3.67 feet to the point of beginning.

Situated in Skagit County, Washington.

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

Tax Parcel Number(s): P20769 / 340227-0-023-0109, P20770 / 340227-0-024-0009, P65274 / 3912-000-098-0004

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 is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of One Hundred Twenty Thousand Four Hundred Dollars And No/100 Dollars (\$120,400.00) 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 his/her/their 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 July 10, 2017.

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.



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**DEED OF TRUST**  
(continued)

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.
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.

\_\_\_\_\_  
Grantors Initials

MA SA  
\_\_\_\_\_  
Beneficiary Initials

**IT IS MUTUALLY AGREED THAT:**

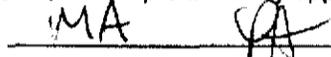
1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of 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(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 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 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 the interest in the property which Grantor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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.



DEED OF TRUST  
(continued)

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.
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\_\_\_\_\_  
Grantors Initials

  
\_\_\_\_\_  
Beneficiary Initials

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**DEED OF TRUST**  
(continued)

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JW  
Grantors Initials

MA JA  
Beneficiary Initials

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DEED OF TRUST  
(continued)

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 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. ADDITION TERMS AND CONDITIONS: (check one)

a. The entire Principal balance and any accrued interest is due in full on July 10, 2017

b. As set forth on the attached Exhibit "A" which is incorporated by this reference.  
(Note: If neither "a" or "b" is checked, then option "a" applies.)

\_\_\_\_\_  
Julianna Elaine West

*[Signature]*  
\_\_\_\_\_  
Stephen Scott West

READ AND CONTENT APPROVED:  
X MA  
X YA

State of \_\_\_\_\_

County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that Julianna Elaine West and Stephen Scott West are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

*See attached California Acknowledgment*

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



ACKNOWLEDGMENT

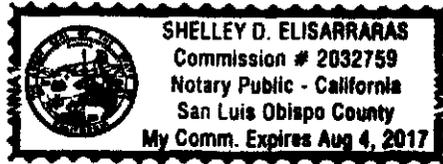
State of California  
County of San Luis Obispo ss.

On 6-16-14 before me, Shelley D Elisarraras,  
Notary Public, personally appeared Stephen Scott  
Trust

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Shelley Elisarraras  
Signature

(seal)

OPTIONAL INFORMATION

Date of Document 6-13-14 Thumbprint of Signer

Type or Title of Document Deed of Trust

Number of Pages in Document 4

Document in a Foreign Language N/A

- Type of Satisfactory Evidence:
- Personally Known with Paper Identification
  - Paper Identification
  - Credible Witness(es)

- Capacity of Signer:
- Trustee
  - Power of Attorney
  - CEO / CFO / COO
  - President / Vice-President / Secretary / Treasurer
  - Other: \_\_\_\_\_

Check here if no thumbprint or fingerprint is available

Other Information: \_\_\_\_\_



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DEED OF TRUST  
(continued)

- 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 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. ADDITION TERMS AND CONDITIONS: (check one)
  - a. The entire Principal balance and any accrued interest is due in full on July 10, 2017
  - b. As set forth on the attached Exhibit "A" which is incorporated by this reference.  
(Note: If neither "a" or "b" is checked, then option "a" applies.)

Julianna Elaine West  
Julianna Elaine West

\_\_\_\_\_  
Stephen Scott West

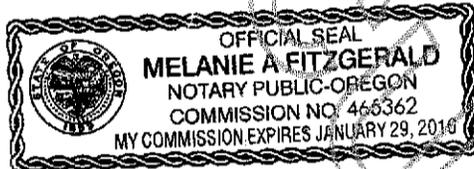
READ AND CONTENT APPROVED:  
X MA  
X JA

State of Oregon  
County of Washington

I certify that I know or have satisfactory evidence that Julianna Elaine West and ~~Stephen Scott West~~ are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 6/16/14

Melanie A Fitzgerald  
Name: Melanie A Fitzgerald  
Notary Public in and for the State of Oregon  
Residing at: Washington County  
My appointment expires: January 29, 2016



**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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

_____	Signature	_____	Date
By: _____	Print Name		
Its: _____	Print Title		

