

When recorded return to:
Gilbert & Gilbert Lawyers, Inc., Ps
Matheson Building
314 Pine Street
Mount Vernon
Washington 98273



Skagit County Auditor \$76.00
8/4/2014 Page 1 of 4 1:39PM

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 1st day of August, 2014 between **JOHN A. O'DELL, AS HIS SEPARATE PROPERTY**, as GRANTOR, whose address is **19915 HILL COURT, BURLINGTON, WA 98233**, and **LAND TITLE COMPANY**, a corporation as TRUSTEE, whose address is **PO BOX 445, BURLINGTON WASHINGTON, 98233** and **BRIAN KIM O'DELL, TRUSTEE**, of the **O'DELL FAMILY TRUST**, whose address is **3411 MOHAWK DRIVE, 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:

Legal Address:

19915 Hill Court, Burlington, WA 98233.

Legal Description:

Tract 7, "CORRECTED PLAT OF BURLINGTON HILL ESTATES, DIVISION NO. 2", as per page 23, records of Skagit County, Situate in the County of Skagit, State of Washington.

(0.3000 ac) BURLINGTON HILLS ESTATES DIV. NO. 2 LT 7 DK12 and being located in Section 32, Township 35, Range 4, Quarter 4.

Together with and subject to easements of record.

Tax Parcel Number:

Parcel ID: P80828

Xref ID 4378-000-0007-0009

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 the Grantors contained in this Deed of Trust, and payment of the sum of **NINETY FIVE THOUSAND and NO /100 DOLLARS (\$95,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiaries or order, and made by Grantors and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by the Beneficiaries to the Grantors, or any of the Grantors' 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 5, 2034**.

To protect the security of this Deed of Trust, Grantors covenant and agree:

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 Beneficiaries, and be in such companies as the Beneficiaries may approve and have loss payable first to the Beneficiaries, as its interest may appear, and then to the Grantors. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiaries shall determine. Such application by the Beneficiaries shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantors 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 Beneficiaries 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 Beneficiaries 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 Grantors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiaries 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 Grantors and Beneficiaries.*) The property described in this security instrument may not be sold or transferred without the Beneficiaries' consent. Upon breach of this provision, Beneficiaries may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

Grantor's Initials

Beneficiary's 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 Beneficiaries to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiaries does not waive their right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.



201408040093

Skagit County Auditor

\$76.00

8/4/2014 Page

2 of

4

1:39PM

LPB 22A-05(1)
Page 2 of 4

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the persons entitled thereto, on written request of the Grantors and the Beneficiaries, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiaries or the person entitled thereto.
4. Upon default by Grantors 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 Beneficiaries subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiaries, 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 the Trustee may bid at the 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 Grantors had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantors 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; Beneficiaries 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 the Trustee, or at the discretion of the Beneficiaries, Beneficiaries 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 Grantors, Trustee, or Beneficiaries 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/heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiaries shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiaries herein.

9. ADDITIONAL TERMS AND CONDITIONS: None

Dated: August 1, 2014



 John A. O'dell

STATE OF WASHINGTON)
) ss
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JOHN ADELBERT O'DELL is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.



201408040093

LPB 22A-05(i)
 Page 3 of 4

Dated August 1, 2014

Jayne Marsh Gilbert
Notary Public in and for the State of Washington;
Residing at : Burlington, Wa
My appointment expires: 1-29-17



OFFICIAL DOCUMENT



Skagit County Auditor
8/4/2014 Page

4 of 4 1:39PM

LPB 22A-05(i)
Page 4 of 4