



201408150011

Skagit County Auditor

\$78.00

8/15/2014 Page

1 of

6 9:47AM

When recorded return to:

Jeffrey Heath
12611 Persons Road
Bow, WA 98232

CHICAGO TITLE
620021875

DEED OF TRUST

Grantor/borrower: **TIMOTHY J. EGBERT AND SUSAN M. EGBERT**

Grantee/assignee/beneficiary: **JEFFREY HEATH**

Legal Description: **PTN N1/2 N1/2 NW1/4 NW1/4 AKA
TRACT 2 SHORT PLAT 37-78 AF#881429**

Assessor's Tax Parcel ID#: **P24461**

THIS DEED OF TRUST, made this 14 day of August, 2014, between **TIMOTHY J. EGBERT and SUSAN M. EGBERT, husband and wife**, (hereinafter "GRANTOR"), whose address is 21667 Thillberg Lane, Mount Vernon, Washington, 98273, and **Chicago Title Company, TRUSTEE**, whose address is 425 Commercial Street, Mount Vernon, Washington 98273, and **JEFFREY HEATH**, (hereinafter "BENEFICIARY"), whose address is 12611 Persons Road, Bow, Washington 98232.

WITNESSETH:

GRANTOR hereby bargains, sells and conveys to TRUSTEE in Trust, with power of sale, the following described real property in Skagit County, Washington:

Tract 2 of Short Plat 37-78, approved June 14, 1978, recorded June 14, 1978, as Auditor's File No. 881429 in Volume 2 of Plats, page 227, being a portion of the Northwest ¼ of the Northwest ¼ of Section 10, Township 34 North, Range 4 East, W.M.;

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across that portion of Thillberg Lane that is included within boundaries of said short plat;

EXCEPT that portion thereof within the herein described main tract.

SUBJECT TO: Restrictions, reservations, covenants, easements, and agreements of record

Tax Parcel No. P24461

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 payment of an even date promissory note, together with all provisions thereof, securing the performance in the sum of ONE HUNDRED EIGHTY THOUSAND dollars and 00/100 (\$180,000.00) together with such other sums as may be advanced in the future, 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 thereof 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 reside in the home as their primary residence and not use as a rental property.
3. 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.
4. 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 or any proceedings to foreclose this Deed of Trust. In the event of a foreclosure, all rights of the GRANTOR in insurance policies then in force shall pass to the purchaser at the foreclosure sale.



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, if any such action or proceeding, and in any suit brought by BENEFICIARY to foreclose this Deed of Trust.

6. 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 attorney's fees actually incurred, as provided by statute.

7. Should GRANTOR fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against this 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.

8. GRANTOR agrees to make no alterations, additions or modifications to the property without the written consent of the BENEFICIARY.

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 the 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 other 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 secured by this Deed of



Trust; (3) the surplus, if any, shall be distributed to the persons entitled hereto.

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 purchasers and encumbrances 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.

7. In the event of the death, incapacity, disability or resignation of TRUSTEE, BENEFICIARY shall 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 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 their heirs, devisees, legatees, administrators, executors, successors, and assigns. The term "beneficiary" shall mean the holder and owner of the note secured hereby, whether or not named as beneficiary herein.

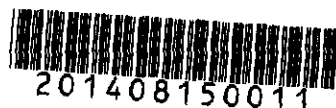
IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

Timothy J. Egbert by Susan Egbert
TIMOTHY J. EGBERT

8-14-14
Date

Susan M. Egbert
SUSAN M. EGBERT

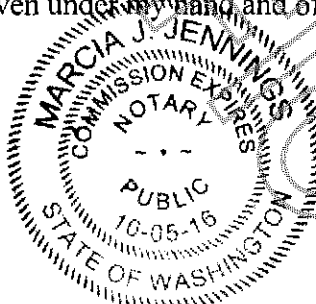
8-14-14
Date



STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day personally appeared before me **SUSAN M. EGBERT, AS POWER OF ATTORNEY FOR TIMOTHY J. EGBERT**, for and on behalf of **TIMOTHY J. EGBERT** to me known to be one of the individuals described in and who executed the within and foregoing Deed of Trust, and acknowledged that 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 14th day of August, 2014.

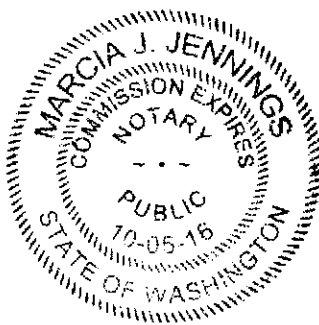


Marcia J. Jennings
Name: Marcia J. Jennings
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My commission expires: 10/5/2016

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day personally appeared before me **SUSAN EGBERT** to me known to be one of the individuals described in and who executed the within and foregoing Deed of Trust, and acknowledged that 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 14th day of August, 2014.



Marcia J. Jennings
Name: Marcia J. Jennings
Notary Public in and for the State of
Washington, residing at Sedro-Woolley
My commission expires: 10/5/2016



REQUEST FOR FULL RECONVEYANCE

The undersigned is the legal owner and holder of the promissory note in the original sum of \$180,000.00, secured by that certain Deed of Trust dated August __, 2014 in which Timothy J. Egbert and Susan M. Egbert are Grantors and Chicago Title Insurance Company is trustee, filed for record on _____, under Recording No. _____, records of Skagit County, Washington.

The note and all other indebtedness secured by said Deed of Trust having been fully satisfied, the note and Deed of Trust are herewith surrendered to you for cancellation and reconveyance.

You are therefore requested, upon payment of all sums owing to you, to reconvey without warranty, to the person(s) entitled thereto, the right, title and interest now held by you thereunder.

Dated this ____ day of _____, 20__.

Jeffrey Heath, Beneficiary

