

When recorded return to:
Chris Fletcher, Attorney
P.O. Box 97
Blaine, WA 98231



201501230087

Skagit County Auditor \$82.00
1/23/2015 Page 1 of 10 2:00PM

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

ACCOMMODATION RECORDING

CHICAGO TITLE

620022221

Escrow No.: 620022221

SHORT TERM

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 16th day of January, 2015 between

Daniel Soria and Amber Soria, Husband and Wife

as GRANTOR(S),

whose address is P.O. Box 988, Burlington, WA 98233

and CHICAGO TITLE INSURANCE COMPANY

as TRUSTEE,

whose address is 425 COMMERCIAL ST. MOUNT VERNON WA 98273

Michael A. August and Cheryl D. August, HUSBAND AND WIFE

as BENEFICIARY,

whose address is 328 MEDFORD HEIGHTS, MEDFORD, OREGON 97504

ABBREVIATED LEGAL DESCRIPTION: PNT NW, 16-36-03

TAX PARCEL NUMBER (S)

P47922/360316-0-009-0008 and P47931/ 360316-2-001-0101

DEED OF TRUST

(continued)

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:

That portion of Government Lot 2 and of the Northeast Quarter of the Northwest Quarter of Section 16, Township 36 North, Range 3 East of the Willamette Meridian, lying Northeasterly of the right-of-way of State Road No. 1, known as the Pacific Highway described as follows:

Commencing at a point 1,386.36 feet South and 1,738.48 feet East of the Northwest corner of said Section 16, marked with a nail in the center of an access road at the projection of the Southerly edge of the Richard N. Steele home;
thence North 23° West 147.79 feet along the centerline of said access road also being a line common with an adjacent parcel deeded to Jerry V. Schreuder, to the point of intersection of a curve to the right;
thence North 52°34' East 54.60 feet along the centerline of said access road, also being common with said Schreuder property;
thence North 12° West 60.00 feet along a line common with said Schreuder property to the Northwestern corner of said Schreuder property;
thence South 82° West 66.59 feet;
thence South 67° West 180 feet, more or less, to the Easterly right-of-way line of State Highway 11;
thence Southeasterly along said right-of-way approximately 344 feet to a point which lies South 67° West from a point of intersection with a line extended South 23° East 100 feet from the point of beginning;
thence North 67° East 120 feet, more or less, to said point of intersection;
thence North 23° West 100 feet to the point of beginning;

EXCEPTING THEREFROM any portion thereof lying within State Road No. 1, known as Pacific Highway and State Highway 11.

Situated in Skagit County, Washington.

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

Tax Parcel Number(s): P47922 / 360316-0-009-0008, P47931 / 360316-2-001-0101

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 Grantor(s) contained in this Deed of Trust, and payment of the sum of TWENTYONE THOUSAND SEVEN HUNDRED SEVENTY FIVE AND No Dollars (\$21,775.00) 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 Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.



DEED OF TRUST
(continued)

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 SEPT 1, 2015

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.
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.

Grantor initials

MA CA

Beneficiary initials



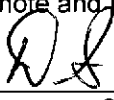
DEED OF TRUST

(continued)


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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 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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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.
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Grantor initials



Beneficiary initials



DEED OF TRUST

(continued)

8. **NO FURTHER ENCUMBRANCES:** (OPTIONAL - Not applicable unless initialed by Grantor and Beneficiary). As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

DL

Grantor initials

B

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.
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.



DEED OF TRUST
(continued)

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Beneficiary initials

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DEED OF TRUST

(continued)

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 absence, 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.
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. 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" or "b" is checked, then option "a" applies.)

Daniel Soria
Daniel Soria

Amber Soria
Amber Soria

BENEFICIARY
READ AND CONTENT APPROVED:

X X
X X

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Daniel Soria and Amber Soria 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: 1-23-15



Tracy J. Cain
Name: Tracy J. Cain
Notary Public in and for the State of Wash
Residing at: Arly
My appointment expires: 1-19-19

Deed of Trust - Power of Sale (PS-224-05), Letter
WA00000931.doc, Updated: 08/16/14

WA-CT-FNRV-02150.620019-620022221



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Skagit County Auditor

\$82.00

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DEED OF TRUST

(continued)

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Daniel Soria

Amber Soria

State of _____

County of _____

I certify that I know or have satisfactory evidence that Daniel Soria and Amber Soria 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: _____

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

Deed of Trust - Due on Sale (L.P.B. 22A-05), Letter
WA00000931.doc / Updated: 08.18.14

WA-CT-FNRV-02150.620019-62002221



201501230087

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DEED OF TRUST
(continued)

Deed of Trust - Due on Sale (LPB 22A-05), Letter
WA00000931.doc / Updated: 08.19.14

WA-CT-FNRV-02150.620019-620022221



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2:00PM

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.

Michael A. August and Cheryl D. August

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

