



201506300143

Skagit County Auditor \$77.00
6/30/2015 Page 1 of 5 1:57PM

When recorded return to:
Frank P. Martin
12342 Windward Way
Anacortes, WA 98221

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620024290 2ND

ACCOMMODATION RECORDING

CHICAGO TITLE
620024290

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

THIS DEED OF TRUST, made this 29th day of June, 2015 between
Noel Kormos and Karollen N. Kormos, a married couple

as GRANTOR(S),
whose address is 1846 Polnell Road, Oak Harbor, WA 98277
and

CHICAGO TITLE COMPANY

as TRUSTEE,
whose address is 425 COMMERCIAL STREET, MOUNT VERNON WA 98273 and

FRANK P. MARTIN, A MARRIED MAN

as BENEFICIARY,
whose address is 12342 WINDWARD WAY , ANACORTES WA 98221

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 , :

PARCEL A:

The South Half of the Northwest Quarter of the Southwest Quarter, Section 11, Township 35 North, Range 5 East of the Willamette Meridian;

Also shown as a portion of Tracts 47 and 48, of a Survey filed October 23, 1989, in Book 9 of Surveys, pages 51 and 52, under Auditor's File No. 8910230031, records of Skagit County, Washington.

PARCEL B:

An easement for ingress, egress and utilities, lying in the Southwest Quarter of Section 11, Township 35 North, Range 5 East of the Willamette Meridian, being 60 feet in width, lying 30 feet on each side of the following described centerline:

Beginning at the Southwest corner of the West Half of the Northeast Quarter of the Southwest Quarter of said Section 11;
Thence North 0°04'53" East along the West line of said West Half, a distance of 101.63 feet to the true point of beginning;
Thence South 76°59'35" East, a distance of 64.25 feet;
Thence South 58°41'56" East, a distance of 50.29 feet;
Thence South 42°45'06" East, a distance of 83.13 feet;
Thence South 63°23'36" East, a distance of 84.66 feet;
Thence South 89°27'51" East, a distance of 63.34 feet;
Thence North 64°20'16" East, a distance of 60.82 feet;
Thence South 35°24'06" East, a distance of 91.05 feet;
Thence South 16°33'27" West, 53.00 feet;
Thence South 20°02'14" East, 52.76 feet;
Thence South 50°46'38" East, 56.72 feet;

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DEED OF TRUST

(continued)

Thence South 62°41'42" East, 216.0 feet, more or less, to the intersection with the Westerly right-of-way line of the 60 foot County Road known as Bacus Road, said intersection being the terminus of said centerline.

Situated in Skagit County, Washington.

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

Tax Parcel Number(s): P38872 / 350511-3-002-0003

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 THIRTY NINE THOUSAND ONE HUNDRED TWENTY FIVE THOUSAND AND No Dollars (\$39,125.00), 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.

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.

DEED OF TRUST
(continued)

7. **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.

N/A

Grantor initials

N/A

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.
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.

DEED OF TRUST
(continued)

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.

Noel Kormos

Karollen N. Kormos

READ AND CONTENT APPROVED:

X [Signature]

X _____

State of Washington

County of Snohomish

I certify that I know or have satisfactory evidence that Noel Kormos and Karollen N. Kormos 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: 1-19-19

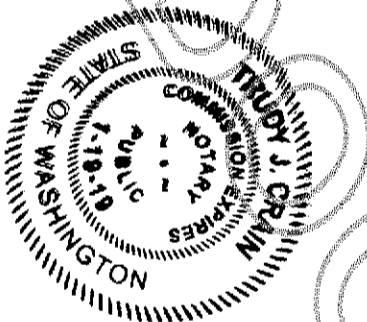
Name: Tracy J. Crain

Notary Public in and for the State of Washington

Residing at: only on

My appointment expires: 1-19-19

This Deed of Trust is second and subordinate to that first Deed of Trust recorded June 30, 2015 under auditor's file no. 201506300142 recorded concurrently herewith.



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

UNRECORDED
ORIGINAL DOCUMENT