



Skagit County Auditor \$133.00
12/4/2015 Page 1 of 10 11:22AM

POOR ORIGINAL



Skagit County Auditor \$133.00
11/25/2015 Page 1 of 10 4:02PM

Document Title: Deed of Trust

Re Record to Add
Loan Amount.

Reference Number: 600025546

Grantor(s): additional grantor names on page ___

1. Martha I. Banuelos
- 2.

Grantee(s): additional grantee names on page ___

1. Ronald M. Galbreath and Debbie Galbreath
2. Chicago Title

Abbreviated legal description: full legal on page(s) ___

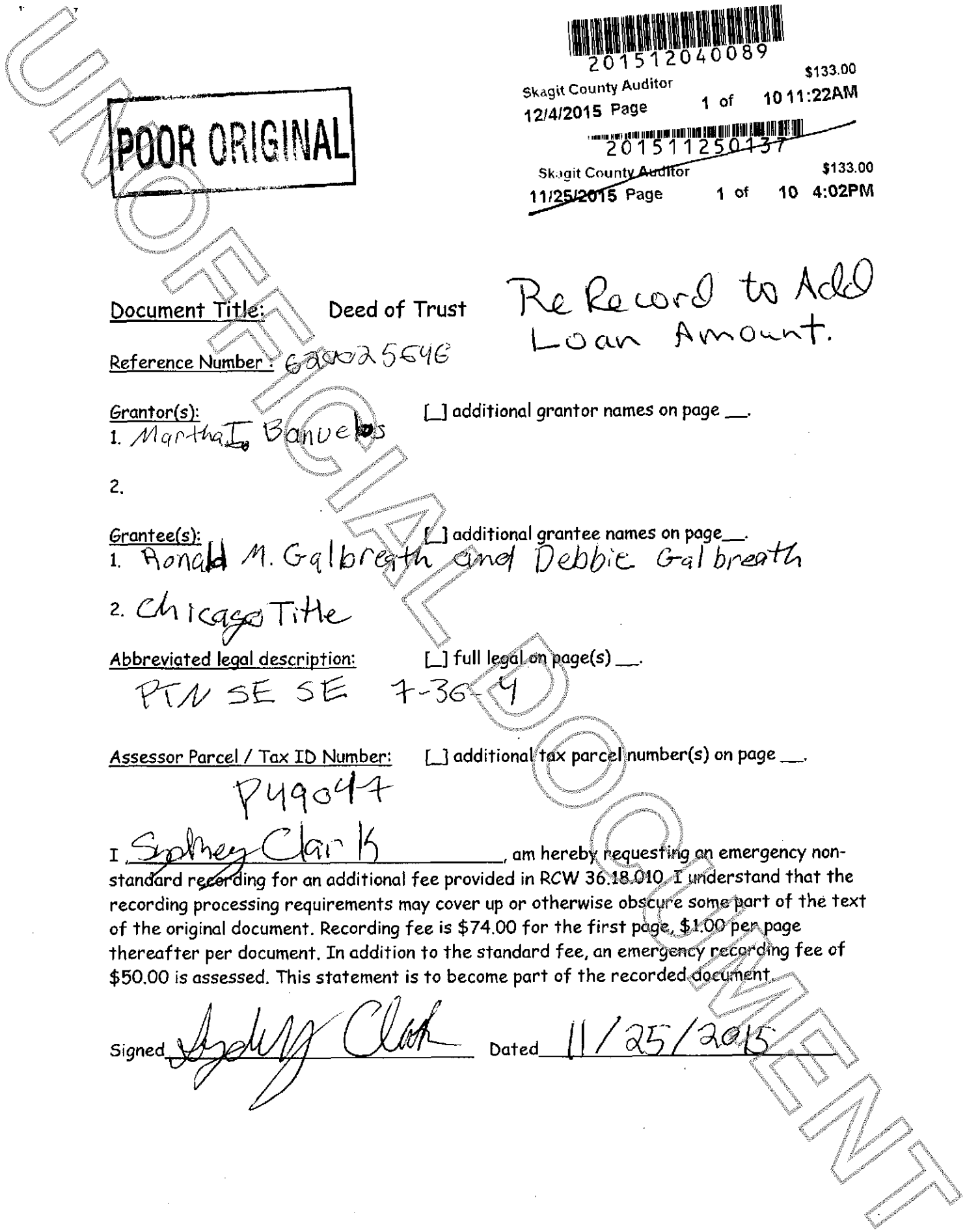
PTN SE SE 7-36-4

Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page ___

P49047

I, Sydney Clark, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$74.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed Sydney Clark Dated 11/25/2015



When recorded, return to:
Ronald M. Galbreath and Debbie Galbreath
80-9 Takadate Kawaragi, Hachinohe-shi
Aomori-ken 039-1161 Japan

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620025646

ACCOMMODATION RECORDING

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

THIS DEED OF TRUST, made this 23rd day of November, 2015 between
Martha I. Banuelos, a married woman as her separate estate
as GRANTOR(S),
whose address is 808 N. LeVenture Road, Mount Vernon, WA 98273
and Chicago Title

as TRUSTEE,
whose address is 425 Commercial Street Mount Vernon WA 98273
and Ronald M. Galbreath and Debbie Galbreath, Husband and Wife

as BENEFICIARY,
whose address is 80-9 Takadate Kawaragi, Hachinohe-shi, Aomori-ken 039-1161

tax # P49047

Abbr: PTNSE SE 7-36-4

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 , :

That portion of the Southeast Quarter of the Southeast Quarter of Section 7, Township 36 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the South line of said subdivision and the East line of the Pacific Highway;

Thence Northerly along the East line of said Highway 250 feet;

Thence East parallel to the South line of said subdivision 250 feet;

Thence Southerly parallel to the East line of said Highway 250 feet to the South line of said subdivision;

Thence West along said South line to the Point of Beginning.

Situated in Skagit County, Washington.

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

Tax Parcel Number(s): P49047 / 360407-0-027-0006

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 SEVENTY THOUSAND AND NO 100/Dollars(\$70,000.00) 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.

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 JAN. 15, 2020

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.

UNNOTICED

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.

Grantor initials

X RMG by BJS has attorney in fact
X DG by BJS has attorney in fact

Beneficiary initials

- 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.

Grantor initials

X RMG by BJS has attorney in fact
X DG by BJS has attorney in fact

Beneficiary initials

UNNOTICED

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.

✓ M.B.
Grantor initials

Beneficiary initials

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.

✓ M.B.
Grantor initials

Beneficiary initials

DEED OF TRUST
(continued)

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.
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.

DEED OF TRUST
(continued)

9. ADDITIONAL TERMS AND CONDITIONS: (check one)

- a. None
- b. As set forth on the attached Exhibit "B" which is incorporated by this reference.

(Note: If neither "a" or "b" is checked, then option "a" applies.)

[Signature]
Martha I. Banuelos

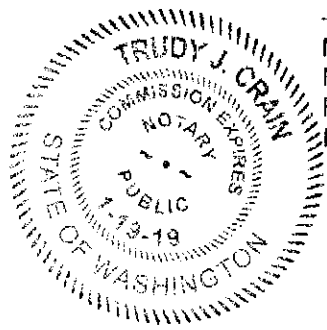
READ AND CONTENT APPROVED:

X _____
X _____

State of Wash
County of Skagit

I certify that I know or have satisfactory evidence that Martha I. Banuelos is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 11-24-15



[Signature]
Name: Trudy J. Cran
Notary Public in and for the State of _____
Residing at: _____
My appointment expires: 1-13-19

DEED OF TRUST
(continued)

9. ADDITIONAL TERMS AND CONDITIONS: (check one)

- a. None
- b. As set forth on the attached Exhibit "B" which is incorporated by this reference.

(Note: If neither "a" or "b" is checked, then option "a" applies.)

Martha I. Banuelos

READ AND CONTENT APPROVED:

~~X RMG by BJS his attorney in fact~~
~~X DG by BJS her attorney in fact~~

State of _____
County of _____

I certify that I know or have satisfactory evidence that Martha I. Banuelos is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be his/her 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: _____

EXHIBIT ' ' 3 ' '

THE BALANCE OF PRINCIPAL AND ACCRUED INTEREST SHALL BE DUE AND PAYABLE IN FULL ON THE 15TH DAY OF JAN. 2020.

NO FURTHER ENCUMBRANCES. BUYER SHALL NOT FURTHER ENCUMBER THE PROPERTY UNTIL SELLER HAS RELEASED SELLER'S SECURITY INTEREST IN THE PROPERTY..

BALLOON PAYMENT OF \$6,000.00 (SIX THOUSAND AND NO/100) PAYABLE 12/15/2015.

BUYER MAY MAKE PRINCIPAL PAYMENTS WITH ANNUAL TAX RETURNS.

SELLER TO SET UP COLLECTION WITH SKAGIT STATE BANK, TO BE ESTABLISHED AND PAID FOR BY SELLER ACCORDING TO CONTRACT INSTRUCTIONS.

TAXES AND INSURANCE: IN ADDITION TO PAYMENTS FOR THE PRINCIPAL AND INTEREST, ADDITIONAL AMOUNTS DETERMINED BY THE COLLECTION ACCOUNT HOLDER SHALL BE PAID BY BUYER AND APPLIED TO REAL ESTATE TAXES.

THE COLLECTION ACCOUNT SHALL ALSO SERVE AS ESCROW FOR A REQUEST FOR RECONVEYANCE, WHICH SHALL BE FULLY EXECUTED BY SELLER AT CLOSING AND HELD BY THE COLLECTION ACCOUNT PENDING PAYMENT OF FUNDS AS PROVIDED FOR HEREIN. AND SHALL BE RELEASED TO BUYER WHEN FULL PAYMENT OF FUNDS DUE AND OWING HAVE BEEN RECEIVED BY THE COLLECTION ACCOUNT.

SELLER SHALL REMAIN IN FIRST POSITION UNTIL BALANCE PAID. BUYER SHALL NOT ENCUMBER ANY LIENS ON PROPERTY UNTIL PAID OFF.

X
X

READ AND CONTENT APPROVED:
X
X

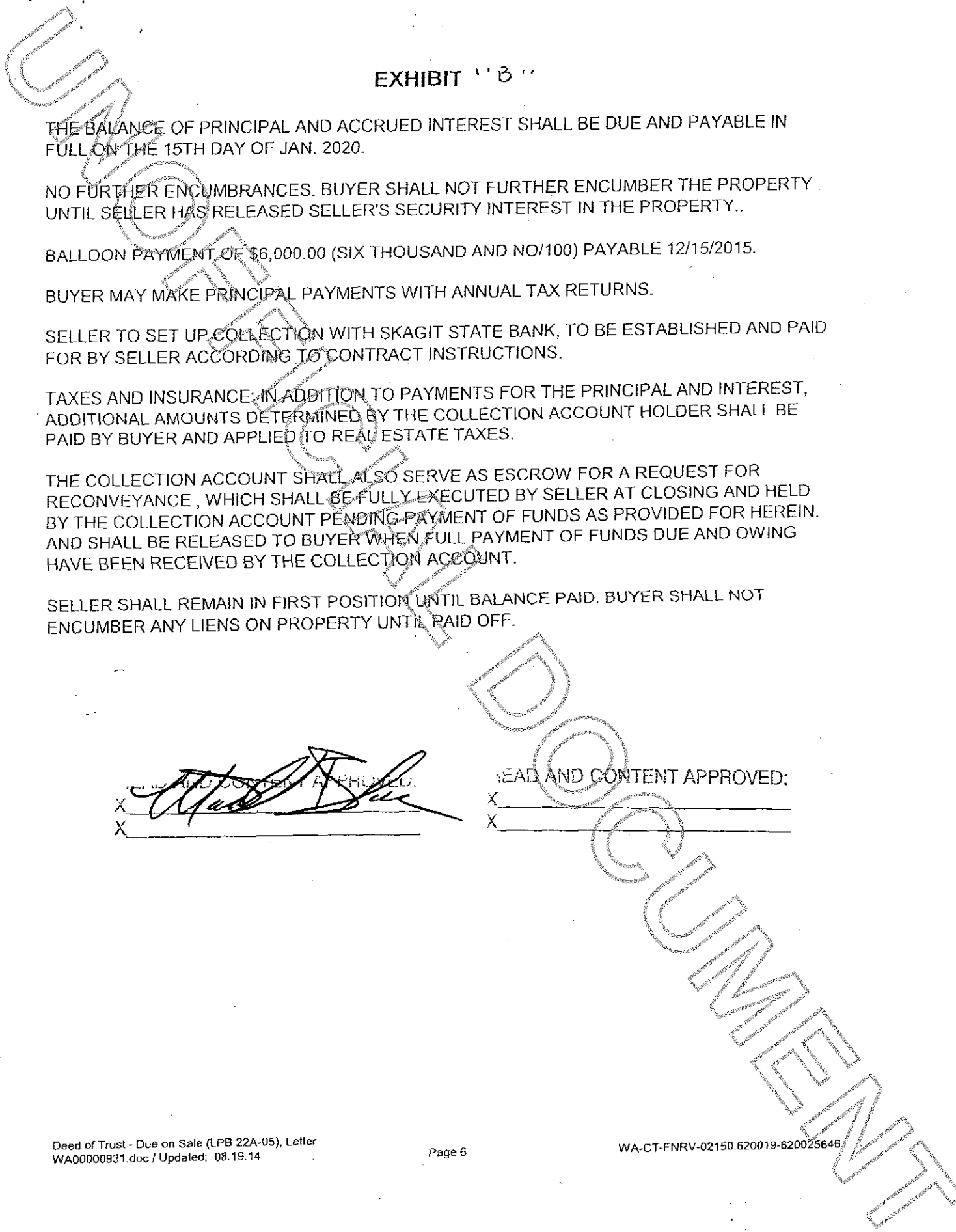


EXHIBIT "B"

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LEAD AND CONTENT APPROVED:

X _____
X _____

LEAD AND CONTENT APPROVED:

X *RMG by BJS has attorney in fact*
X *DG by BJS has attorney in fact*