



201606160027

Skagit County Auditor

\$78.00

6/16/2016 Page

1 of

5 1:36PM

When recorded return to:  
Wilfred H. "Skip" Heeter  
Agnes E. Montgomery Heeter  
13114 S. Wildwood Lane  
Anacortes, Wa 98221,

**DEED OF TRUST**

*(For use in the State of Washington only)*

THIS DEED OF TRUST, made this 1st day of June, 2016  
between

Sarah R. Weiler, an Unmarried Person

as GRANTOR(S),  
whose address is 3776 Old Highway 99 North Rd, Burlington, Wa 98233

49631

and Land Title Company of Skagit County

as TRUSTEE,  
whose address is 111 E George Hopper Rd, Burlington, WA 98233-3127

and Wilfred H. "Skip" Heeter and Agnes E. Montgomery-Heeter, Husband and Wife

as BENEFICIARY,  
whose address is 13114 S. Wildwood Lane, 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 Skagit County, Washington:

The North 410 feet of the Southeast Quarter of the Southwest Quarter of Section 20, Township 36 North, Range East of the Willamette Meridian; EXCEPT the three following described portions thereof:

1. Old Highway No. 99 along the East line thereof;
2. The South 211 feet thereof;
3. That portion thereof lying West of the East line of that certain tract conveyed to Henry L. Clark and Alice M. Clark, husband and wife by correction Quit Claim Deed recorded July 7, 1975, under Auditor's File No. 820157, records of Skagit County, Washington.

Situate in Skagit County, Washington.

Assessor's Parcel Number P49631

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

**One Hundred Forty Nine Thousand Nine Hundred Twelve and 52/100ths Dollars (\$149,912.52)** 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 **April 30, 2021**. **Consideration will be given for extension and or refinancing, but is not guaranteed.**

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.



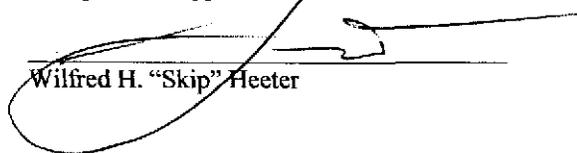
to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence 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.
9. **ADDITIONAL TERMS AND CONDITIONS:**
  - a. **(XX) The Maker is responsible for payment of insurance and taxes and will provide evidence to the Holder.**
  - b. **(XX) It is the responsibility of the Maker to maintain and repair the property secured by this Note and accompanying Deed of Trust.**

  
\_\_\_\_\_

Sarah R. Weiler

Accepted and approved as to form and content:

  
\_\_\_\_\_

Wilfred H. "Skip" Heeter

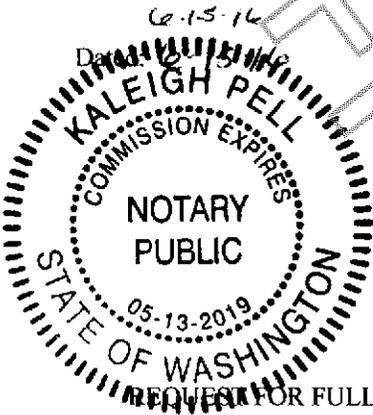
  
\_\_\_\_\_

Agnes E. Montgomery-Heeter

STATE OF *Washington*  
COUNTY OF *Skaagit*

ss.

I certify that I know or have satisfactory evidence that *Agnes Heeter, Wilfred Heeter, and Sarah Weiler* (is/are) the person(s) who appeared before me, and said person(s) acknowledged that *above name* signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument..



*Kaleigh Pell*

Notary name printed or typed:  
Notary Public in and for the State of *Washington*  
Residing at *Anacortes*  
My appointment expires: *05-13-19*

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.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_