



201607080061

Skagit County Auditor

\$77.00

7/8/2016 Page

1 of

4 11:58AM

WHEN RECORDED RETURN TO

Name **James D. Adams and Kerry M. Burg**
Address **7309 34th Avenue NW**
City, State, Zip **Seattle, WA 98117**

CHICAGO TITLE
620026912

DEED OF TRUST

(For Use in the State of Washington Only)

Reference # (If Applicable)

Grantors

Shannon Blair Wilkinson and Laura Berdan Baker-Wilkinson

Grantees

James D. Adams and Kerry M. Burg

Legal Description (abbreviated):

**Lot(s): PTN LOTS 57-61 Block: 1 LAKE CAVANAUGH SUBDIV. DIV.NO. 3
AND PTN GOV. LOT 1, 28-33-06**

Assessor's Tax parcel ID#:

P668323939-001-064-0316

THIS DEED OF TRUST, made this 6 Day of July, 2016, between Shannon Blair Wilkinson and Laura Berdan Baker-Wilkinson, GRANTOR, whose address is 4210 Burke Avenue North, Seattle, Washington 98103; HECKER WAKEFIELD & FEILBERG, P.S., a corporation, TRUSTEE, whose address is 321 First Avenue West, Seattle, Washington 98119; and James D. Adams and Kerry M. Burg, BENEFICIARY, whose address is 7309 34th Avenue NW, Seattle, Washington 98117.

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

Exhibit A attached hereto and made a part thereof.

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 ways appertaining, and the rents, issues and profits thereof.


This Deed is for the purpose of securing performance of each Agreement of Grantor herein contained, and payment of the sum of Six Hundred Sixty Thousand Dollars and no/100s (\$660,000.00) with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary or order, and made by Grantor, 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 thereon 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 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. 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 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 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.

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 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 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 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 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 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 any action or proceeding in which Grantor, 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 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. Due On Sale. If all or any part of the property described in this Deed of Trust, or any interest therein, is sold or transferred by Grantor without the Beneficiaries' prior written consent, then Beneficiaries or Beneficiaries' successor may, at Beneficiaries' sole option, declare immediately due and payable the entire then balance due on this Note.


 By: Shannon Blair Wilkinson

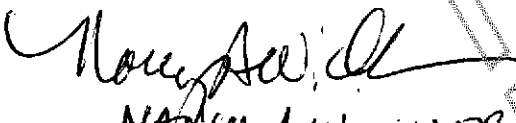

 By: Laura Berdan Baker-Wilkinson

STATE OF WASHINGTON }
 COUNTY OF KING } ss.

On this 6th Day of July, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Shannon Blair Wilkinson, to me known to be Shannon Blair Wilkinson who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Shannon Blair Wilkinson, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

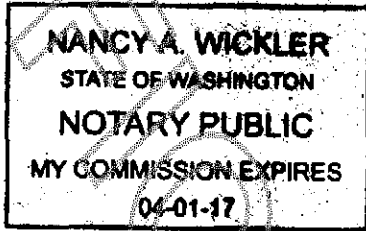
NANCY A. WICKLER
 STATE OF WASHINGTON
 NOTARY PUBLIC
 MY COMMISSION EXPIRES
 04-01-17


 Print Name: NANCY A. WICKLER
 Notary Public in and for the State of
 Washington, residing at Seattle
 My Commission expires: 4/1/2017

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 6th Day of July, ^{2016 N.W.} 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Laura Berdan Baker-Wilkinson, to me known to be Laura Berdan Baker-Wilkinson and executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Laura Berdan Baker-Wilkinson, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Nancy A. Wickler
Print Name: Nancy A. Wickler
Notary Public in and for the State of
Washington, residing at Seattle
My Commission expires: 4/1/2017

UNOFFICIAL DOCUMENT

EXHIBIT A

For APN/Parcel ID(s): P66832 / 3939-001-064-0316

PARCEL A:

That portion of Lots 60 and 61, Block 1, LAKE CAVANAUGH SUBDIVISION DIVISION NO. 3, as per plat recorded in Volume 6 of Plats, pages 25 through 31, inclusive, records of Skagit County, Washington, lying Southerly of the following described line:

Beginning at a point which is 75.0 feet, South 21°08' West of the Northeasterly corner of Lot 62, Block 1, of said Plat of Lake Cavanaugh Subdivision, Division No. 3, (said point being the line of low water of existing drainage ditch and also the Southeasterly corner of that certain tract conveyed to Hal H. Genest and Barbara O. Genest, husband and wife, by deed dated May 28, 1968, and recorded under Auditor's File No. 714106);

Thence Westerly along the line of low water of said existing drainage ditch to a point on the Northwesternly line of said Lot 60, which is 56 feet Southwesterly of the Northwesternly corner of said Lot 60, and the terminal point of said described line.

Situated in Skagit County, Washington.

PARCEL B:

That portion of Lots 57, 58 and 59, Block 1, LAKE CAVANAUGH SUBDIVISION DIVISION NO. 3, as per plat recorded in Volume 6 of Plats, pages 25 through 31, inclusive, records of Skagit County, Washington, lying Northerly of the following described line.

Beginning at a point which is 33.74 feet, South 21°08' West of the Northeasterly corner of said Lot 59; Thence Southwesterly to a point on the West line of said Lot 57, that is 42.0 feet North of the Southwest corner of said Lot 57, and the terminal point of said described line.

Situated in Skagit County, Washington.

PARCEL C:

That portion of Government Lot 1, Section 28, Township 33 North, Range 6 East, W.M., described as follows:

Beginning at the Southeast corner of Lot 59, Block 1, LAKE CAVANAUGH SUBDIVISION DIVISION NO. 3, as per plat recorded in Volume 6 of Plats, pages 25 through 31, inclusive, records of Skagit County, Washington;

Thence North 05°00'00" West along the East line of Lot 59, as shown on said Plat, a distance of 15 feet to the point of beginning of this description;

Thence South 81°56'00" East, a distance of 43 feet, more or less, to ordinary high water line of Lake Cavanaugh;

Thence Northerly along the ordinary high water line of Lake Cavanaugh, a distance of 162 feet, more or less, to the intersection of the ordinary high water line of Lake Cavanaugh with the line of low water of an existing drainage ditch;

Thence Westerly along said drainage ditch line, a distance of 67 feet, more or less, to the East line of Lot 61 of said plat;

Thence South 21°08'00" West along the East line of Lots 61, 60 and 59, a distance of 128 feet, more or less to the point of beginning of this description.

Situated in Skagit County, Washington.