

**After Recording Return To:**  
Elisabeth J. Woare  
Davis Wright Tremaine  
1201 Third Avenue, Suite 2200  
Seattle, WA 98101



Skagit County Auditor \$80.00  
7/22/2016 Page 1 of 7 10:34AM

**DEED OF TRUST**

A110369  
GUARDIAN NORTHWEST TITLE CO.

**Grantor:** Matthew G. Woare and Elisabeth J. Woare, a married couple

**Grantee:** Melvin Elvebak and Deanna Elvebak, a married couple

**Trustee:** Guardian Northwest Title & Escrow

**Abbreviated Legal Description:**

Section 36, Township 36 North, Range 1 East; Ptn. Gov't Lot 3

Additional legal description is on Exhibit A of document

**Assessor's Property Tax Parcel Account Number:** 360136-1-016-007 (P46869), 360136-0-015-0305 (P46866)

## DEED OF TRUST

THIS DEED OF TRUST, made this 22 day of July, 2016, between Matthew G. Woare and Elisabeth J. Woare, a married couple ("Grantor"), whose address is 2716 48<sup>th</sup> Avenue SW, Seattle WA 98116; Guardian Northwest Title & Escrow, whose address is 3202 Commercial Avenue, Anacortes, WA 98221 ("Trustee"); and Melvin Elvebak and Deanna Elvebak, a married couple ("Beneficiary"), whose address is 575 S.E. Midway Blvd., Oak Harbor, WA 98277.

### WITNESSETH:

Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, the real property in Skagit County, Washington described in Exhibit A attached hereto, which real property is not used principally for agricultural or farming purposes, together with all the buildings and improvements which may exist thereon from time to time and all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any wise appertaining (the "Property").

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Two Hundred and Seventy-Eight Thousand Dollars and 00/100 (\$278,000), 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 (the "Note").

To protect the security of this Deed of Trust, Grantor covenants and agrees with Beneficiary as follows:

1. Grantor shall keep the Property in good condition and repair; permit no waste thereof and comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.
2. Grantor shall pay before delinquent all lawful taxes and assessments upon the Property, and keep the Property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. Grantor shall keep all buildings as may exist from time to time on the real property described herein continuously insured against loss by fire or other hazards in an amount equal to their replacement value. 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. Grantor shall defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and shall pay all costs and expenses, including cost of title search and attorneys' fees, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. Grantor shall 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 attorneys' 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 shall be added to and become a part of the debt secured by this Deed of Trust.

7. 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.

7. Grantor shall not suffer or permit a Transfer (as defined below) of the Property to occur, whether voluntary, involuntary or by operation of law, and whether or not Beneficiary has waived or failed to assert its rights in connection with any previous Transfer. The term "Transfer" as used herein means any sale, conveyance, or other transfer of any present or future interest in all or any part of the Property, or any contract or agreement therefor. In the event of a Transfer, Beneficiary may, at its election, require that all amounts secured by this Deed of Trust be paid in full immediately.

8. 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 obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

9. In the event of a default under the Note, Grantor consents to and Beneficiary shall be entitled, without notice, without bond, and without regard to the adequacy of the Property as collateral, to the appointment of a receiver for the Property. The receiver shall have all the rights and powers customarily given to and exercised by a receiver of real property appointed pursuant to an agreement in a deed of trust or mortgage after default in payment or performance of the secured obligations. The receiver shall be entitled to receive a reasonable fee for management of the Property. If Grantor is an occupant of the Property, Beneficiary has the right to require Grantor to pay rent at fair market rates and the right to remove Grantor from Property if Grantor fails to pay rent.

10. In the event of default under the Note, and upon written request of Beneficiary, Trustee shall sell the 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 obligations secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

11. 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.

12. 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.

13. 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.

14. This Deed of Trust inures to the benefit of and is binding not only on the parties hereto but on their heirs, devisees, delegates, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner of the Note, whether or not named as Beneficiary herein.

17. **Washington Notice. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

18. **Entrusted Property Not Used Principally for Agricultural Purposes.** Grantor hereby represents and warrants to Beneficiary that the Property is not used principally for agricultural purposes.



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**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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A  
TO DEED OF TRUST**

Street Address of Property: 5376 Guemes Island Road, Anacortes, WA 98221

**Legal Description**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

**Parcel A:**

Part of Government Lot 3, Section 36, Township 36 North, Range 1 East, W.M., described as follows:

Beginning at the intersection of the Southwesterly line of the county road and the Southeasterly line of Lot 52, "Plat of First Addition to Alverson's Camping Tracts", according to the plat recorded in Volume 4 of Plats, page 40, records of Skagit County, Washington (said point being the most easterly corner of said Lot 52); thence Southeasterly along the Southwesterly line of said county road a distance of 80.0 feet; thence Southwesterly parallel to the Southeasterly line of said Lot 52, a distance of 125.0 feet; thence Northwesterly parallel to the county road a distance of 80.0 feet to an intersection with the Southeasterly line of said Lot 52 extended Southwesterly; thence Northeasterly along said extended line and the Southeasterly line of said Lot 52, a distance of 125.0 feet to the point of beginning.

**Parcel B:**

An undivided one-seventh (1/7<sup>th</sup>) interest in:

That portion of Government Lot 3, Section 36, Township 36 North, Range 1 East, W.M., described as follows:

Beginning at the intersection of the Northeasterly line of the county road and most Southerly corner of Lot 53, "Plat of First Addition to Alverson's Camping Tracts", according to the plat recorded in Volume 4 of Plats, page 40, records of Skagit County, Washington; thence Southeasterly along the Northeasterly line of said county road a distance of 60.0 feet; thence North 39°58' East parallel to the Southeasterly line of said Lot 53 to the meander line; thence Northwesterly along said meander line to a point that bears North 39°58' East from the point of beginning; thence South 39°58' West along the southeasterly line of said Lot 53 and said line projected, to the point of beginning.