

When recorded return to:
Garret Cole and Geri Cole
16754 Frazier Lane
Burlington, WA 98233



Skagit County Auditor \$78.00
8/23/2016 Page 1 of 5 1:28PM

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

ACCOMMODATION RECORDING

CHICAGO TITLE
020028541

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

THIS DEED OF TRUST, made this 20th day of August, 2016 between
Garret Cole and Geri Cole, a married couple
as GRANTOR(S),
whose address is 520 Lakeside Drive, Sedro Woolley, WA 98284
and Chicago Title Company

as TRUSTEE,
whose address is 425 Commercial Street, Mount Vernon, Washington 98273
and Krieger Real Estate Inc.

as BENEFICIARY,
whose address is 1030 E. College Way, Mount Vernon, Washington 98273

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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

Lot(s): PTN TRACT B AND E SKAGIT COUNTY SHORT PLAT NO. 23-85 Tax/Map ID(s):

Tax Parcel Number(s): P21052 / 340302-4-002-0500, P105234 / 340302-4-002-2302,

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 One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) 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 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.

DEED OF TRUST
(continued)

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.
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.

Garret Cole
Garret Cole

Geri Cole
Geri Cole

State of Washington
County of SNOHOMISH

I certify that I know or have satisfactory evidence that Garret Cole and Geri Cole 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: August 22, 2016

Kathryn A. Freeman
Name: Kathryn A. Freeman
Notary Public in and for the State of WA
Residing at: Snohomish CO
My appointment expires: 9-01-2018

KATHERYN A. FREEMAN
STATE OF WASHINGTON
NOTARY -- PUBLIC
My Commission Expires 9-01-2018

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): P21052 / 340302-4-002-0500 and P105234 / 340302-4-002-2302

PARCEL "A":

Tract "B" of Short Plat No. 23-85, approved September 19, 1985, filed September 20, 1985, under Auditor's File No. 8509200002, in Volume 7 of Short Plats, page 44, records of Skagit County, Washington, being a portion of the South ½ of the Southeast ¼ of Section 2, Township 34 North, Range 3 East, W.M.

EXCEPT therefrom:

(a) That portion lying Southerly of the Southwesterly projection of the following described line: Beginning at a point on the East line of Tract "A" of said Short Plat which is 12 feet North of the Southeast corner of said Tract "A" as measured along the East line thereof; thence Southwesterly to the Southwest corner of said Tract "A".

ALSO EXCEPT:

(b) Beginning at the Southwest corner of said Tract "A"; thence Southwesterly along the projection of the above described line to a point 10 feet West of the East line of said Tract "B"; thence Northwesterly to the most Northerly corner of said Tract "B"; thence Southerly along the Northeasterly line of said Tract "B" to the point of beginning.

TOGETHER WITH the Northwesterly one foot of that portion of said premises lying within a one foot strip contiguous to and Southerly of the line described in sub-paragraph (a) above and its Southwesterly projection.

ALSO TOGETHER WITH a non-exclusive easement for utility purposes over and across that portion of said Tracts "A" and "B", and over and across Tract 1 of Short Plat No. 74-80, approved June 19, 1980 and recorded under Auditor's File No. 8006190030, in Volume 4 of Short Plat, page 121, records of Skagit County, Washington, lying Northerly of a line 10 feet South of and parallel to the line described in subparagraph (a) above and its Southwesterly projection.

ALSO TOGETHER WITH non-exclusive rights of ingress, egress and utilities over and across Tract "E" of said Short Plat.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

An undivided 25% interest in Tract "E" of Short Plat No. 23-85, approved September 19, 1985, filed September 20, 1985, under Auditor's File No. 8509200002, in Volume 7 of Short Plats, page 44, records of Skagit County, Washington; being a portion of the South ½ of the Southeast ¼ of Section 2, Township 34 North, Range 3 East, W.M.; EXCEPT the five following described portions thereof:

- (1) The Southeasterly 5 feet of the Northeasterly 198 feet thereof;
- (2) The Northwesterly 5 feet of the Southeasterly 10 feet of the Northeasterly 259.46 feet thereof;
- (3) The Northwesterly 5 feet of the Southeasterly 15 feet of the Northeasterly 259.46 feet thereof;
- (4) That certain 5 foot wide strip of land lying between the Southwesterly extensions of the Northwesterly and Southwesterly lines of Exception 3 hereinabove;
- (5) That certain 5 foot wide strip of land the centerline of which runs between the mid-point on the Southwesterly line of Exception 2 hereinabove and the Easterly most corner of Tract "D" of said Short Plat

Situate in the County of Skagit, State of Washington.

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		