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Skagit County Auditor

\$80.00

10/19/2016 Page

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7 1:27PM

**RECORDING REQUESTED BY:
SERVICELINK**

**WHEN RECORDED RETURN TO:
PRIVATE LENDING INVESTMENTS
P.O. BOX 891
BURLINGTON, WA 98233**

160108958

DOCUMENT TITLE(S)
DEED OF TRUST
Reference Number(s) of Documents assigned or released:
GRANTOR(S)
TIM DANIELS, AS HIS SEPARATE ESTATE
GRANTEE(S)
LENDER: PRIVATE LENDING INVESTMENTS
TRUSTEE: FIRST AMERICAN TITLE COMPANY
BENEFICIARY: KEITH & KATHLEEN ANDERSON, HUSBAND & WIFE
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)
PTN OF W 1/2 OF W 1/2 OF SE 1/4 OF SECTON 23, T35N, R4E, W.M.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER
350423-0-054-0003 (P37207)
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AFTER RECORDING RETURN TO:

Private Lending Investments
P.O. Box 891
Burlington, WA 98233

DEED OF TRUST

THIS **DEED OF TRUST**, made this 17 day of October, 2016, by and between **Tim Daniels, as his separate estate** Grantor, whose mailing address is 20351 SR 20, Burlington, WA. 98233; **FIRST AMERICAN TITLE COMPANY**, as Trustee, whose mailing address is P.O. Box 1667, Mount Vernon, WA 98273; and **Keith & Kathleen Anderson, husband & wife** Beneficiary, whose mailing address is 3412 199th St. NE, Arlington, WA 98233 *WITNESSETH:* Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington.

Assessor's Property Tax Parcel/Account Number(s): P37207

Abbreviated Legal: Sec 23, Twp 35N, Rge 4E, Ptn SW of NE

Subject to restrictions, encumbrances, easements and conditions of record.

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 herein contained, and payment of the sum of Twenty Seven Thousand No/100 (\$27,000.00) 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(s) covenant and agree:

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 herein above 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 his 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 encumbrances 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.

Acknowledgment of Individual

STATE OF WASHINGTON

COUNTY OF Whatcom

On this day personally appeared before me Tim Daniels, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 17th day of October, 2016.

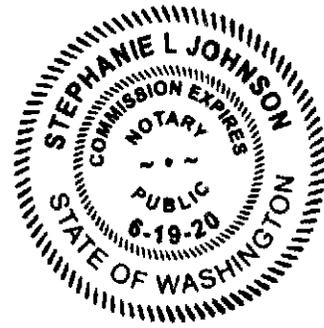
Stephanie L Johnson

Notary Public residing at Bellingham

Printed Name: Stephanie L. Johnson

My Commission Expires:

6-19-20



UNRECORDED DOCUMENT

LEGAL DESCRIPTION

EXHIBIT "A"

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF SKAGIT, AND STATE OF WASHINGTON BEING KNOWN AND DESIGNATED AS FOLLOWS:

LOT EAST 83 FEET OF THE SOUTH 200 FEET OF THE FOLLOWING DESCRIBED TRACT:

THE WEST ½ OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. EXCEPT THE SOUTH 20 FEET THEREOF, AND EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE AS BUILT AND EXISTING COUNTY ROAD COMMONLY KNOWN AS COOK ROAD.

ABBREVIATED LEGAL :

PTN OF W 1/2 OF W 1/2 OF SE 1/4 OF NE 1/4 OF SECTION 23, T35N, R4E, W.M

TAX ID: P37207 / 350423-0-054-0003