



201701110018

Skagit County Auditor

\$78.00

1/11/2017 Page

1 of

5 10:19AM

When recorded return to:  
Bret Simmons  
Roy, Simmons, Smith & Parsons P.S.  
1223 Commercial Street  
Bellingham, WA 98225

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DOCUMENT TITLE: Deed of Trust  
REFERENCE NUMBER OF RELATED DOCUMENT: N/A  
GRANTOR: Ann Keane  
GRANTEE/BENEFICIARY: Jerry Keane and Cathy Keane  
ABBREVIATED LEGAL DESCRIPTION: Lot 9, Country Club Add No. 7 (Vol 11, Pg 63)  
ASSESSOR'S TAX PARCEL NUMBER: P79757/4355-000-009-0004

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**DEED OF TRUST**

THIS DEED OF TRUST, made this 25<sup>th</sup> day of November 2016, 2016, between Ann Keane, as GRANTOR, whose address is 7230 Aina Pono Street, Kapaa, Hawaii 96746, and Roy, Simmons, Smith & Parsons, P.S. as TRUSTEE, whose address is 1223 Commercial Street, Bellingham, Washington 98225 and Jerry Keane and Cathy Keane, husband and wife, as BENEFICIARY, whose address is 1216 Quentin Avenue, Mount Vernon, Washington 98274.

Grantor hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the following described property in Skagit County, Washington:

Lot 9, "Country Club Add. No. 7," as per plat recorded in Volume 11 of Plats, Pages 63 and 64, records of Skagit County, Washington.

Situate in Skagit County, Washington.

Commonly known as: 12591 Eagle Drive, Burlington, Washington

Which property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the rents, issues and profits thereof.

This deed of trust is granted for purposes of securing performance of each agreement of Grantor herein contained and the obligation of Ann Keane to pay to beneficiary the sum of One Hundred Sixty-Four Thousand Dollars (\$164,000) in accordance with the terms of an agreement dated \_\_\_\_\_, 2016 ("Agreement"), and made by Grantor, and all renewals, modifications and extensions thereof.

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 that 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 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 costs of title search and attorney's fees, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust to the extent provided under the Agreement.
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 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 shall be added to and become a part of the debt secured by 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 first 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 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, and following expiration of the fourteen (14) day cure period set forth in the parties' Agreement, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of the 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 expenses of 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 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 the Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee.

8 This Deed of Trust applies to, inures to the benefit of, and is binding not only upon the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns.

ANN KEANE

Ann Keane

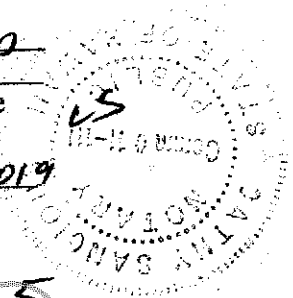
**ACKNOWLEDGMENT**

STATE OF HAWAII )  
 ) ss.  
COUNTY OF KAUAI )

On this 25 day of November 2016, before me, the undersigned Notary Public in and for the State of Hawaii, duly commissioned and sworn, personally appeared Ann Keane, the person who executed the foregoing document, and acknowledged the said document to be the free and voluntary act and deed of the person, for the uses and purposes therein mentioned and on oath stated that she is authorized to execute the said instrument.

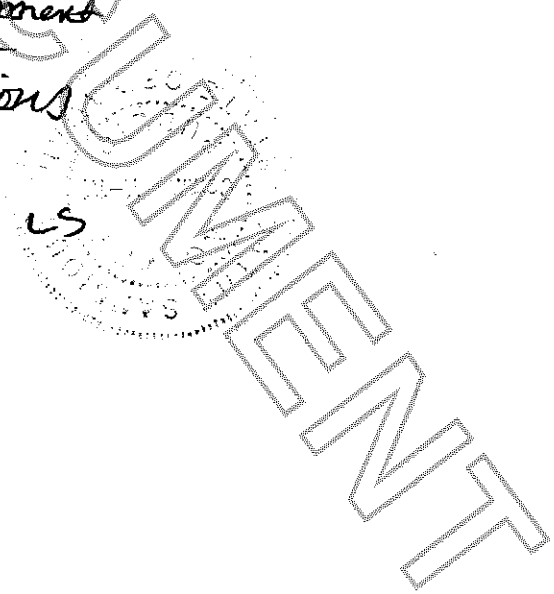
Witness my hand and official seal hereto affix the day and year first above written.

Cathy Sancious  
Name: CATHY SANCIOUS  
NOTARY PUBLIC in and for the state  
of Hawaii residing in Kapaa  
My commission expires: 10/21/2019



Date: 11-25-16 # Pages: 5  
Name: CATHY SANCIOUS Circuit  
Doc. Description: Attornment  
agreement

Cathy Sancious  
Notary Signature  
NOTARY CERTIFICATION



**REQUEST FOR FULL RECONVEYANCE**

***Do not record. To be used only when full payment pursuant to Agreement is made.***

TO: TRUSTEE.

The undersigned is the beneficiary of the within Deed of Trust. All 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 all 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 this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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