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Brownlie Wolf & Lee, LLP  
230 E. Champion Street  
Bellingham, WA 98225

201701270220  
Skagit County Auditor  
1/27/2017 Page 1 of 4 \$77.00  
2:28PM

## DEED OF TRUST

Grantors: JUAN and LUZ MARIA DAVILA-ORTIZ, husband and wife

Grantee/Beneficiary: MARTHA SHEPLER

Legal Description  
(abbreviated): Ptn Lt 1, Blk 137, FIRST ADD TO BURLINGTON

Assessor's Tax Parcel  
ID#(s): P72363

Reference Numbers of  
Related Document(s): NA

THIS DEED OF TRUST, made this 19<sup>th</sup> day of January, 2017, between JUAN and LUZ MARIA DAVILA-ORTIZ, husband and wife (hereinafter referred to as "Grantors"), whose address is 11312 N. Skagit Street, Burlington, WA 98233; LAND TITLE AND ESCROW (hereinafter referred to as "Trustee"), whose address is 111 E. George Hepper Road, Burlington, Washington 98233; and MARTHA SHEPLER (hereinafter referred to as "Grantee" or "Beneficiary"), whose address is c/o Mark J. Lee, Brownlie Wolf & Lee, LLP, 230 E. Champion Street, Bellingham, Washington 98225.

WITNESSETH: Grantors hereby bargain, sell, and convey to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington, 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 way appertaining, and the rents, issues, and profits thereof:

That portion of Lot 1, Block 137, FIRST ADDITION TO BURLINGTON, according to the Plat thereof recorded in Volume 3 of Plats, Page 11, records of Skagit County, Washington, described as follows:

BEGINNING at the most Northerly corner of Lot 1 of said Block 137;  
Thence South 00°19'30" West along the East line of said Lot 1 a distance of 270.0 feet to the true point of beginning for this description;  
Thence South 89°34'30" West parallel with the South line of said Lot 1 a distance of 170.0 feet, more or less, to the Westerly line of said Lot 1;  
Thence Southwesterly along the said Westerly line of said Lot 1 a distance of 77.5 feet, more or less, to a point on the South line of the North 345.0 feet of said Lot 1;  
Thence North 89°34'30" East a distance of 89.5 feet, more or less, to the Southwest corner of that certain tract of land conveyed to Elliott Johnson and Eileen Johnson, husband and wife, by Deed recorded under Auditor's File No. 664076, records of Skagit County, Washington;  
Thence North 00°19'30" East along the West line of said Johnson Tract a distance of 60.0 feet;  
Thence North 89°34'30" East along the North line of said Johnson Tract a distance of 100.0 feet to the West line of Skagit Street;  
Thence North 00°19'30" East along the West line of Skagit Street a distance of 15.0 feet to the true point of beginning.

Situated in Skagit County, Washington.

This deed is for the purpose of securing performance of each agreement of Grantors herein contained, and payment of the sum of One Hundred Forty Thousand and No/100 Dollars (\$140,000.00), with interest, in accordance with the terms of a Promissory Note dated this same date, payable to Beneficiary or order, and

made by Grantors, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, 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, Grantors 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 Grantors. Grantors will list the Beneficiary as an additional insured with respect to the Property in an amount not to exceed the amount of the Promissory Note dated this same date. 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 Grantors 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 fees in a reasonable amount, in any such action or proceeding, and in any attorneys' fees and costs incurred by Beneficiary in any such action. In addition to any statutory rights to recover attorneys' fees and costs, should Beneficiary bring an action, or otherwise take action to enforce or foreclose on this Deed of Trust, then Grantors shall pay all of Beneficiary's attorneys' fees and costs in such matter.
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 fees actually incurred, as provided by statute.
6. Should Grantors 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, and such added amount shall be subject to the same interest rate as set out in the Promissory Note which is secured by this Deed of Trust.
7. DUE ON SALE CLAUSE: The property(ies) described in this security instrument may not be sold or transferred without the Beneficiary's written consent. Upon breach of this provision, Beneficiary may declare all sums due under the Promissory Note and Deed of Trust immediately due and payable, unless otherwise prohibited by law.

JD  
LMO Grantors

MS Grantee/Beneficiary

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in any 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. In this, Grantors hereby convey and assign all such amounts from an eminent domain award that is necessary to satisfy the obligation secured by this Deed of Trust.
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 Grantors 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 Grantors 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 any laws allowed by the State of Washington, including, but not limited to, the Deed of Trust Act of the State of Washington, or through judicial sale or as a mortgage, at public auction to the highest bidder. Any person, including, but not limited to Beneficiary, 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, attorneys' fees and costs; (2) to the obligation secured by this Deed of

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 Grantors 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 purchasers and encumbrancers for value.

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 Grantors, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

GRANTOR:  
JUAN ORTIZ

Handwritten signature

A circular notary seal for Juan Davila, a Notary Public in the State of Washington. The seal features the text "JUAN DAVILA" at the top, "COMMISSION EXPIRES" on the right, "NOTARY PUBLIC" in the center, and "STATE OF WASHINGTON" at the bottom. The expiration date "7/7/2019" is located at the bottom center. The entire seal is enclosed in a decorative border of small dots.

NOTARY PUBLIC in and for the State of  
Washington, residing at MT Vernon  
My commission expires 07/07/2019

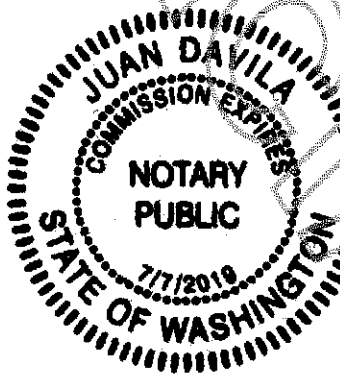
GRANTOR:  
LUZ MARIA DAVILA-ORTIZ

*Luiz Maria Davila Ortiz*

STATE OF WASHINGTON )  
 ) ss  
County of Skagit )

On this 19<sup>th</sup> day of January, 2017, before me personally appeared LUZ MARIA DAVILA-ORTIZ, to me known to be the individual described in and who executed the within and foregoing Deed of Trust, and acknowledged that she signed the same as her voluntary act and deed, for the uses and purposes therein mentioned.

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



*Juan Davila*  
NOTARY PUBLIC in and for the State of  
Washington, residing at MT. Vernon  
My commission expires 07/07/2019