

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Skagit Habitat for Humanity, Inc.
PO Box 2565
Mount Vernon, WA 98273



201702030136

Skagit County Auditor

\$80.00

2/3/2017 Page

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7 2:30PM

GUARDIAN NORTHWEST TITLE CO.

FIRST DEED OF TRUST

111282

Grantor(s): DERRICK & HEATHER BAER, husband and wife

Grantee(s):

Trustee: GUARDIAN NORTHWEST TITLE COMPANY, a
Washington corporation

Beneficiary: SKAGIT HABITAT FOR HUMANITY, INC., a
Washington nonprofit corporation

Abbreviated Legal: Structure and Improvements Only, Unit J, "Southfield
Planned Unit Residential Development (P.U.R.D.) and
Binding Site Plan" as recorded under Auditor's File
No. 200907240089, records of Skagit County,
Washington.

Additional Legal on page(s) Exhibit "A"

Assessor's Tax Parcel No.: 8082-000-010-0000 / P128685

THIS FIRST DEED OF TRUST, made between DERRICK & HEATHER BAER, husband and wife, as Grantor, whose address is 950 Park Street, La Conner, Washington, 98257, and GUARDIAN NORTHWEST TITLE COMPANY, a Washington corporation, as Trustee, whose address is 1301-B Riverside Drive, Mount Vernon, WA 98273, and SKAGIT HABITAT FOR HUMANITY, INC. ("SHFH"), a Washington nonprofit corporation, as Beneficiary, whose address is PO Box 2565, Mount Vernon, WA, 98273.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property (the "Property") in Skagit County, Washington: See Exhibit "A" attached hereto and incorporated herein by this reference, 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 **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)**, in accordance with the terms of a Promissory Note ("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.

First Right of Refusal.

Should the Grantor desire to sell or convey the Property, the Grantor shall first offer the Property to Beneficiary, or its successor in interest, in the following manner:

The Grantor shall serve notice in writing to **Skagit Habitat for Humanity, Inc., PO Box 2565, Mount Vernon, WA 98273**, or its successor in interest, by registered mail, return receipt requested. The notice shall indicate that the Grantor has a bona fide third-party offer for the sale of the Property, shall include the name and address of the person desiring to purchase the Property, and the sales price and terms of payment for such sale. The notice shall also contain an offer to sell the Property to Beneficiary, or its successor in interest, upon the same terms and conditions as set forth in the notice of bona fide third-party offer. A copy of any documents evidencing such bona fide third-party offer shall be included in said notice to SHFH.

SHFH shall have a period of thirty (30) days after the receipt of the above notice during which time Beneficiary, or its successor in interest, shall have the right to purchase the Property in accordance with the terms of the bona fide third-party offer. If Beneficiary, or its successor in interest, fails to exercise the right of first refusal set forth in this covenant, the Grantor may sell or convey the Property to the party making the bona fide third-party offer, but only at the price and upon the terms specified in the notice. Should the terms of sale change, SHFH shall be provided an additional offer notice containing the changed terms and/or conditions and shall have an additional thirty (30) day period in which to exercise its option to purchase the Property.

Nothing in this covenant shall prevent a sale or conveyance of the Property at any time provided the Grantor shall receive the prior written approval of Beneficiary or its successor in interest.

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 improvements thereon which may be damaged or destroyed; 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 maintain the exterior of all buildings, structures and/or improvements which are part of the Property in a neat and clean condition, painted as needed, and to maintain the landscaping in a neat and clean fashion and free of trash. To maintain exterior of the Property in accordance with the standards of the neighborhood in order to enhance the value of the Property and neighborhood properties all for the benefit of Grantor and Beneficiary. Should the Grantor fail to maintain the Property in accordance with this provision, Beneficiary may do so and all costs incurred by Beneficiary in so doing shall be the responsibility of Grantor, shall be added to the principal of the obligations owed hereby, and shall incur interest at the rate of twelve percent (12%) per annum from the date incurred until the date paid.
- 3) To pay before delinquent all lawful taxes and assessments upon the Property; to keep free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
- 4) To keep all buildings, now or hereafter erected, which are a part of the Property described herein continuously insured against loss by fire hazards in an amount not less than the total replacement value. 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.
- 5) 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.
- 6) 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.
- 7) To the extent any portion of the Property is, or is construed to be, personal property, this Deed of Trust shall constitute a security agreement between Grantor, as debtor, and Beneficiary, as secured party, under the Uniform Commercial Code of the state in which the Property is located and any other applicable law. The grant of a security interest hereunder shall not be construed to derogate from or impair the lien or provisions of or rights of Beneficiary under this Deed of Trust with respect to any of the Property

hereunder which is real property. Grantor grants a security interest to Beneficiary in any of all furniture, furnishings, appliances, machinery, equipment, and other personal property, originally included in the sale of the Property from Beneficiary to Grantor, including all additions, accessions, replacements, substitutions, proceeds, and products of the foregoing.

- 8) 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 secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
- 9) If Beneficiary so requests, Grantor shall pay to Beneficiary, in addition to the regular installments of principal and interest due under the terms of the Note, monthly until the Note is paid in full a sum equal to one-twelfth (1/12) of the annual taxes, assessments, and other impositions next due on the Property, as estimated by Beneficiary and sufficient to allow payment at least 30 days before the same become due; and a sum equal to one-twelfth (1/12) of the annual premiums that will next become due and payable on policies of fire, flood, rental value, and other insurance covering the Property and required under the terms hereof or of any other loan documents as estimated by Beneficiary and sufficient to allow payment at least 30 days before the same become due.

All such payments described in this Section 9 shall be held by Beneficiary in trust without any obligation arising for the payment of interest thereon to Grantor. In the event Grantor is not in default hereunder, Beneficiary shall apply such payment to all taxes, assessments, and other impositions and premiums next due. In the event of default by Grantor under this Deed of Trust, Beneficiary may apply any such payments held by Beneficiary to the payment of any indebtedness secured by this Deed of Trust in such manner as Beneficiary may elect.

IT IS MUTUALLY AGREED THAT:

- 1) **Eminent Domain.** 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 portions as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 2) **No Waiver.** 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) **Release upon Satisfaction.** 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) **Acceleration and Sale of Property upon Default.** 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 fees; (2) to the obligation secured by this Deed of Trust; and, (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5) **Deed at Foreclosure Sale.** 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 its execution of this Deed of Trust, and such as it may have acquired thereafter. Trustee's deeds 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) **Other Remedies.** 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) **Due on Sale Clause.** If Grantor should, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, sell, convey, transfer, encumber, or alienate the Property, any part thereof, or any interest therein or be divested of Grantor's title or any interest therein in any manner, whether voluntary or involuntary, then in recognition of the reliance by Beneficiary on the ownership and management of the Property by Grantor which is a material inducement to Beneficiary to extend credit and favorable credit terms to Grantor and in recognition of the increased risk to Beneficiary upon the conveyance of the Property, or interest, as the case may be, by Grantor, Beneficiary, at Beneficiary's sole option, shall have the right to declare all sums secured hereby forthwith due and payable. The following shall not be deemed to constitute a sale, transfer, or encumbrance for purposes hereof: (a) creation of a purchase money security interest in items which may become affixed or attached to the Property; (b) a transfer by devise, descent, or operation of law upon the death of the/a Grantor. Waiver of any right granted to Beneficiary herein as to one transaction, event, or occurrence shall not be deemed to be a waiver of right as to any subsequent transaction, event, or occurrence.
- 8) **Successor Trustee.** 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

Exhibit "A"

THE STRUCTURE AND ALL OF THE IMPROVEMENTS ONLY, as presently erected on the premises described as follows:

UNIT J OF SOUTHFIELD P.U.R.D. AND BSP AF#200907240089 AKA THAT PORTION OF SOUTHFIELD P.U.R.D., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHFIELD P.U.R.D. THENCE SOUTH 29 DEGREES 56 00 WEST ALONG THE EAST LINE OF SAID SOUTHFIELD P.U.R.D. A DISTANCE OF 458.11 FEET THENCE NORTH 60 DEGREES 04 00 WEST A DISTANCE OF 9.34 FEET TO THE TRUE POINT OF BEGINNING THENCE NORTH 85 DEGREES 27 13 WEST A DISTANCE OF 36.29 FEET THENCE NORTH 04 DEGREES 32 47 EAST, A DISTANCE OF 43.98 FEET THENCE SOUTH 85 DEGREES 27 13 EAST A DISTANCE OF 36.29 FEET THENCE SOUTH 04 DEGREES 32 47 WEST, A DISTANCE OF 43.98 FEET TO THE TRUE POINT OF BEGINNING. SW 1/4 OF SE 1/4 OF SEC 36 TWP 34 RGE 2.

Parcel No. P128685/8082-000-010-0000

Situate in the County of Skagit, State of Washington.

SUBJECT TO: Easements, restrictions and reservations of record.