

WHEN RECORDED RETURN TO:

William R Kelly  
10861 E adobe creek place  
Tucson, AZ 85749-7241



Skagit County Auditor

\$81.00

5/17/2017 Page

1 of

8 3:24PM

CHICAGO TITLE

620031032

DEED OF TRUST

THIS DEED OF TRUST, made this 12th day of May, 2017, between Michael and Sonia Dahl husband and wife ("Grantor"), whose address is 1108 143rd st sw Lynnwood, WA 98087; Rainier Title ("Trustee"), whose address is 1501 4th Ave #300, Seattle, WA 98101; and William R Kelly a single man whose address is 10861 E adobe creek place Tucson, AZ 85749-7241.

WITNESSETH:

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Concrete located in Skagit county, Washington:

Legal:

P70864, P70858, P70861, P70866

1. EVERETT'S GARDEN TRS TO CONCRETE THAT PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTHERLY OF THE SOUTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEEDS DATED JULY 25 1960 AND JUNE 3 1971 AND RECORDED AUGUST 23 1960 AND SEPTEMBER 20 1971 UNDER AUDITORS FILE NO 597903 AND 758257: LOT 7 BLOCK 1 TOGETHER WITH THE VACATED EAST 30 FEET OF EVERETT AVENUE ADJOINING SAID LOT 7 ON THE WEST EXCEPT THAT PORTION OF VACATED EVERETT AVENUE CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED JULY 25 1960 AND RECORDED AUGUST 23 1960 UNDER AUDITORS FILE NO 597903
2. EVERETT'S GARDEN TRS TO CONCRETE THAT PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTHERLY OF THE SOUTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEEDS DATED JULY 25 1960 AND JUNE 3 1971 AND RECORDED AUGUST 23 1960 AND SEPTEMBER 20 1971 UNDER AUDITORS FILE NO 597903 AND 758257: LOT 6 BLOCK 1
3. EVERETT'S GARDEN TRS TO CONCRETE THAT PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTHERLY OF

THE SOUTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO THE  
STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEEDS DATED  
JULY 25 1960 AND JUNE 3 1971 AND RECORDED AUGUST 23 1960 AND  
SEPTEMBER 20 1971 UNDER AUDITORS FILE NO 597903 AND 758257:  
LOT 5 BLOCK 1

4. EVERETT'S GARDEN TRS TO CONCRETE THAT PORTION OF THE  
FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTHERLY OF  
THE SOUTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO THE  
STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEEDS DATED  
JULY 25 1960 AND JUNE 3 1971 AND RECORDED AUGUST 23 1960 AND  
SEPTEMBER 20 1971 UNDER AUDITORS FILE NO 597903 AND 758257:  
LOT 4 BLOCK 1

Tax Parcel I.D. No.:

1. P70866
2. P70864
3. P70861
4. P70858

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 principal sum of THREE HUNDRED TWENTY FIVE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$325,500.00) with interest, attorneys' fees and costs, in accordance with the terms of Promissory Note (the "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 its 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 covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to permit no subdivision, conveyance or other transfer of any interest in the property without Beneficiary's prior written consent; 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 of any kind.

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 have loss payable first to Beneficiary, as his interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale. Grantor shall have thirty (30) days to place Beneficiary as a loss payee on said insurance policies and provide written verification of the same to Beneficiary.

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 and the Note, including all of the expenses of Trustee and Beneficiary incurred in enforcing the obligation secured hereby. Said expenses shall include but not be limited to Trustee's and Beneficiary's reasonable attorney's fees.

6. 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.

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. Grantor acknowledges and agrees that the indebtedness evidenced by the Note of even date herewith is personal to them, and that their personal responsibility and/or control of the property given to secure this indebtedness is a mutual inducement to the Beneficiary to agree to enter into this transaction. In the event that (a) all or part of or any interest in the property shall be sold, transferred, conveyed, subdivided, short platted, further encumbered or a real estate contract or other conveyance transferring title to, or possession of, the property be entered into with respect thereto; or (b) there is any change on the identity of any of the venturers of Grantor then, upon the occurrence off any one or more of the foregoing events, and regardless of whether or not Grantor is otherwise in default under the Note or this Deed of Trust, Beneficiary, at his sole option, may declare the then outstanding principal balance evidenced by the Note plus accrued interest thereon and any other amounts owing thereunder immediately due and payable.

The execution and delivery by Grantor of any joint venture agreement, partnership agreement, declaration of trust or option agreement, whereunder any person or entity may become entitled, directly or indirectly, to the possession or enjoyment of the property, or the income or other benefits derived or to be derived therefrom, or a change of more than 50% in the stock or other ownership of Grantor, shall in each case be deemed to be a conveyance or assignment of the Grantor's interest in the property for the purposes of this section, and shall require the prior written consent of Beneficiary which consent shall be within Beneficiary's sole discretion.

3. Time is of the essence hereof in connection with all obligations of Grantor herein or in the Note. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

4. 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 Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by Beneficiary or the person entitled thereto.

5. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein or in the Note, all sums secured hereby shall immediately become due and payable at the option of 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 sale, including a reasonable Trustee's fee, and Beneficiary's and Trustee's attorney's fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled hereto.

6. 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 purchasers and encumbrances for value.

7. 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 at its sole option cause this Deed of Trust to be foreclosed as a mortgage, or pursue any and all other remedies at law or equity. Each remedy conferred upon or reserved to Trustee or Beneficiary shall be cumulative, in addition to any other remedy and may be exercised concurrently or independently from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

8. Should Grantor fail or refuse to make any payment or do any act which they are obligated to do hereunder, or in the Note, then in addition to the rights otherwise provided herein, Beneficiary may, without notice or demand upon Grantor, without releasing Grantor from any obligation hereunder or in the Note, and without waiving any right to declare a default or Notice of Sale or any sale proceeding predicated thereon: (a) make or do the same in such manner and to such extent as either Beneficiary or Trustee may deem necessary to protect the security hereof, Beneficiary and Trustee being authorized to enter upon and take possession of the property for such purposes, and any sums expended for such purposes shall become part of the indebtedness secured hereby; (b) commence, appear in and/or defend any action or proceeding purporting to affect the security hereof, the interests, rights, powers and/or duties of the Trustee and/or Beneficiary hereunder whether brought by or against Grantor, Trustee, or Beneficiary; (c) pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of Beneficiary may affect or appear to affect the security of this Deed of Trust, the interests of Beneficiary or the rights, powers and/or duties of Beneficiary hereunder and any sums expended for such purposes shall become part of the indebtedness secured hereby; and (d) Beneficiary is authorized either by himself, his Agent, or Receiver appointed by a court of competent jurisdiction to enter into and upon and take and hold possession of the property (or any portion thereof) to operate, manage, lease the property and collect all income and rents from the property. Said rents and income are hereby assigned and transferred to Beneficiary, for the benefit and protection of Beneficiary including but not limited to payment of the indebtedness and operation and maintenance of the property.

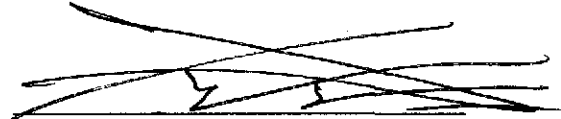
9. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. 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 Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.

10. Grantor's interest in this Deed of Trust and obligations thereunder, and Grantor's liability under the Note, may not be assigned or assumed without the prior written consent of Beneficiary, which is within Beneficiary's sole discretion, and in no event shall Grantor be released from any obligation or liability hereunder or in the Note.

11. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.


GRANTOR:

By

  
Michael Dahl

GRANTOR:

By

  
Sonia Dahl

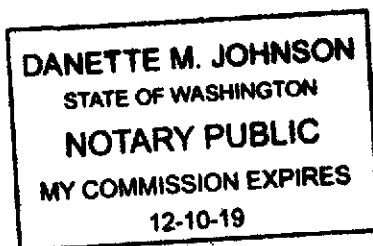
*St* Snohomish )  
COUNTY OF ~~KING~~ ) ss.


STATE OF WASHINGTON )

*St* and Sonia Dahl

On this day personally appeared before me Michael Dahl, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15<sup>th</sup> day of May, 2017.



  
(print notary's name)

Notary Public in and for the State of Washington,  
residing at Snohomish  
My commission expires: 12/10/19

## LEGAL DESCRIPTION

Order No.: 620031032

**For APN/Parcel ID(s): P70864 /4062-001-006-0009, P70858 / 4062-001-004-0001, P70861 /  
4062-001-005-0000 and P70866 / 4062-001-007-0008**

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That portion of the following described tract of land lying Southerly of the Southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File No. 597903 and 758257, records of Skagit County, Washington, as follows:

Lots 4, 5, 6, and 7, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington;

TOGETHER WITH the vacated East 30 feet of Everett Avenue, adjoining said Lot 7 on the West;

EXCEPT that portion of vacated Everett Avenue conveyed to the State of Washington by Deed dated July 25, 1960, and recorded August 23, 1960, under Auditor's File No. 597903, records of Skagit County, Washington.

Situated in Skagit County, Washington.