

WHEN RECORDED RETURN TO:

**Donald Hale
900 36th St
Bellingham, WA 98229**



Skagit County Auditor

7/21/2017 Page

1 of

\$79.00

6 10:43AM

GUARDIAN NORTHWEST TITLE CO.

DOCUMENT TITLE(S):

Deed of Trust

114000

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

John F. Carey

GRANTEE:

Donald Hale

TRUSTEE: GUARDIAN NORTHWEST TITLE

ABBREVIATED LEGAL DESCRIPTION:

Lot 35, Block 1, Cape Horn on the Skagit #2, according to the Plat thereof filed in Volume 9 of Plats at Page(s) 14, records of Skagit County, Washington.

TAX PARCEL NUMBER(S):

P63314, 3869-009-035-0004

ORIGINAL

AFTER RECORDING MAIL TO:

Donald Hale
900 36th St
Bellingham, Wash 98229

DEED OF TRUST

THIS DEED OF TRUST, made this 24 day of May, 2017, between
John F Carey, GRANTOR(S), whose
address is PO Box 656, Sedro Woolley, Wa 98284,
Guardian NW Title & Escrow, TRUSTEE, whose address is 1301 Riverside Dr. Ste B, Mount Vernon Wa 98273, and
Donald Hale, BENEFICIARY,
whose address is 900 36th St, Bellingham, Washington 99229

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in SKAGIT County, Washington:

CAPE HORN ON THE SKAGIT SUB-DIV 2 LOT 35 BLOCK 1

More Commonly known as: 41814 Mountain View Lane, Concrete, Washington
Assessor's Property Tax Parcel/Account Number: P63314

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 is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of Nine Thousand Dollars (\$9,000.00) with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

The full debt, if not paid earlier, is due and payable on or before December 31, 2017. Beneficiary shall release the lien of the subject Deed Of Trust in accordance with the terms and conditions of that certain Promissory Note, entered into by and between Grantor and Beneficiary, of even date herewith, which Agreement is hereby incorporated herein by this reference.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To ensure the first lien position of the Beneficiary throughout the term of the loan. Grantor understands that the Beneficiary requires a first lien position and a strict performance of that first lien position and hereby authorizes Beneficiary, its successors and/or assigns, to protect the first lien position throughout the term of the loan at the Beneficiary's discretion and at the cost of the Grantor.
2. 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.
3. 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.
4. 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(s). 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(s) 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. Should Grantor(s) 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.
8. Due On Sale. The property described in this security instrument may not be sold or transferred without the Beneficiary's 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 prohibited by applicable law.

9. Grantor shall pay: all costs, fees and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of the Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance as well as Beneficiary costs, fees and expenses associated with the facilitation and tracking of works performed, or to be performed, by Trustee in an amount not to exceed \$550.00 and all lawful charges, costs and expenses in the event of reinstatement of , following default in, this Deed of Trust or the obligations secured hereby.

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. Upon default by Grantor in the payment of any indebtedness or obligation secured hereby by the property 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 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 the Trustee may bid at the 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.
4. The Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchase of the interest in the property which Grantor(s) had or had the power to convey at the time of his execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. The 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.
5. 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.
6. 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 an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

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

GRANTOR: John F Carey a single Man

Authorized Signing Name: John F Carey

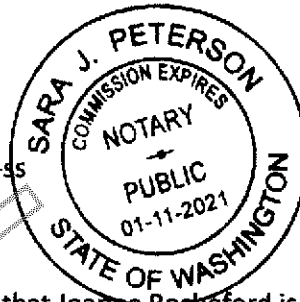
By: _____

Signature: John F Carey

Date: 5-24-17

STATE OF Washington

COUNTY OF Skagit



I certify that I know or have satisfactory evidence that Joanne Rechford is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument on behalf of JJ3 Investments, LLC as the Manager(s) and acknowledged it to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 5/24/17

Notary Public in and for the state of Washington

My appointment expires: 1-11-2021

Escrow No.: 114000

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 35, Block I, CAPE HORN ON THE SKAGIT, DIVISION NO. 2, as recorded in Volume 9 of Plats, Pages 14 through 19, inclusive, records of Skagit County, Washington.

UNOFFICIAL DOCUMENT