



201708250088

Skagit County Auditor

\$81.00

8/25/2017 Page

1 of

7 1:44PM

RETURN ADDRESS:

Paul Wendt
927 51st Street SW
Everett, WA 98203
(425) 330-3432

ACCOMMODATION RECORDING

COVER SHEET

CHICAGO TITLE

620031323

Document Title(s) (or transactions contained herein):

Deed of Trust

Grantor(s) (Last name first, then first name and initials):

Lucas, John, and Lucas, Mary, a married couple

Beneficiaries (Last name first, then first name and initials):

Wendt, Paul, Trustee of the Ivar C. Wendt Testamentary Trust, Wendt, John, Trustee of the Ivar C. Wendt Testamentary Trust, and Kedzioriski, Philomena, Trustee of the Ivar C. Wendt Testamentary Trust

Trustee(s) (Last name first, then first name and initials):

Chicago Title Insurance Company

Legal Description (abbreviated) *i.e.*, lot, block, plat or section, township, range:

Lot 28, Plat of Summersun Estates Phase 1 LU-07-023, recorded October 15, 2015 under Auditor's File No. 201510150066, and re-recorded under 201511170046, records of Skagit County, Washington.

Assessor's Property Tax Parcel/Account Number(s):

Skagit County Tax Parcel Id No.: P132932/6030-000-028-0000

RETURN ADDRESS:

Paul Wendt
927 51st Street SW
Everett, WA 98203
(425) 330-3432

DEED OF TRUST

THIS DEED OF TRUST, made on this 24th day of August, 2017, between **John Lucas and Mary Lucas**, a married couple ("Grantors"); **Chicago Title Insurance Company** ("Trustee"), whose address is 425 Commercial St, Mt Vernon, WA 98273; and **Paul Wendt**, Trustee of the Ivar C. Wendt Testamentary Trust, **John Wendt**, Trustee of the Ivar C. Wendt Testamentary Trust, and **Philomena Kedzioriski**, Trustee of the Ivar C. Wendt Testamentary Trust, ("Beneficiary"), whose address is c/o Paul Wendt, 927 51st Street SW, Everett, WA 98203.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, of real property located at Skagit County, WA, Tax Parcel Id No.: P132932/6030-000-028-0000, legally described as follows:

See Legal description attached as "Exhibit A".

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 and Forty-Seven Thousand Dollars and No Cents (\$147,000.00), with applicable interest in the sum of three percent (3%) per annum, in accordance with the terms of a Promissory Note of even date herewith ("Note"), 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, 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 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. 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 cost of title search and attorneys' 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. 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.

6. Grantor will not, without prior written consent of Beneficiary, which may be granted or denied at the sole discretion of Beneficiary, sell, transfer, or otherwise convey the property or any interest therein, cause or permit any change in the entity, ownership, or control of grantor (other than transfers of limited partnership interest) or agree to do any of the foregoing without first repaying in full the Note and all other sums secured hereby.

IT IS FURTHER 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. 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, 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 attorneys' fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

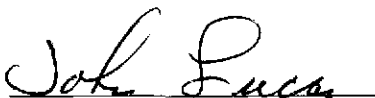
5. Trustee shall deliver to the purchaser at the sale its Deed, without warranty, which shall convey to the purchaser the interest in the property, which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's Deed 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 encumbrances for value.

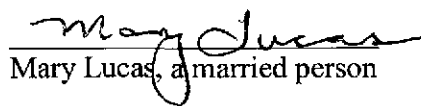
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of 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 Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. 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, and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.

GRANTORS:


John Lucas, a married person

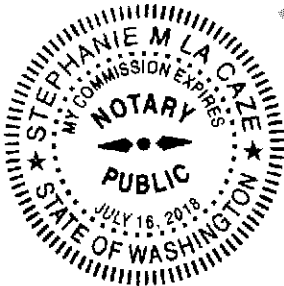

Mary Lucas, a married person

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 24th day of August, 2017, before me personally appeared **Mary Lucas**, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.



Stephanie M. LaCaze

Print name:

Stephanie M. LaCaze

NOTARY PUBLIC in and for the state of Washington

Residing at: Everett, WA

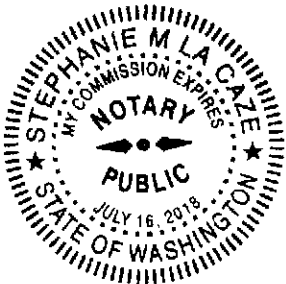
My commission expires: 7/16/18

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 24th day of August, 2017, before me personally appeared **John Lucas**, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



Stephanie M. LaCaze

Print name:

Stephanie M. LaCaze

NOTARY PUBLIC in and for the state of Washington

Residing at: Everett, WA

My commission expires: 7/16/18

REQUEST FOR FULL RECONVEYANCE

[Do not record. To be used only when Note has been paid.]

TO: TRUSTEE. The undersigned is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other 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 said Note above mentioned, and all other 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: _____.

By: _____

Print Name: _____

Title: _____

Exhibit A

Legal Description

Lot 28, Plat of Summersun Estates Phase 1 LU-07-023, recorded October 15, 2015 under Auditor's File No. 201510150066, and re-recorded under 201511170046, records of Skagit County, Washington.