

UNRECORDED



Skagit County Auditor
9/22/2017 Page

1 of 6 3:04PM
\$80.00

Filed for Record at Request of,
and when recorded return to:

Martha Ann Fulton
412 228th St. SW, #201
Bothell, WA 98021

Grantors: Michael S. Crow and Patricia A. Crow, as their marital estate
Grantee: Martha Ann Fulton, as her separate estate
Legal Description: Portions of Government Lot 3 and the NE ¼ of the SW ¼ of the SW ¼ of Sec. 31, Township 36 North, Range 5 East W.M. situate in Skagit County, Washington, more fully described in Ex. A.
Tax Parcel: 360531-3-003-0007 P 51201
Address: 24323 McKendree Lane, Sedro Woolley, WA 98284

Land
Title

DEED OF TRUST

THIS DEED OF TRUST, made this 19 day of September, 2017, between Michael S. Crow and Patricia A. Crow, husband and wife, as their marital estate, Grantors, First American Title and Escrow, Trustee, and Martha Ann Fulton, as her separate estate, Beneficiary,

WITNESSETH: Grantors hereby grants and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

Portions of Government Lot 3 and the NE ¼ of the SW ¼ of the SW ¼ of Sec. 31, Township 36 North, Range 5 East W.M. situate in Skagit County, Washington, more fully described in Ex. A
Tax Parcel No. 360531-3-003-0007 IP # 51201

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

DEED OF TRUST -- 1

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This deed is for the purpose of securing performance of each agreement of Grantors herein contained, and payment of the sum of two-hundred thousand dollars (\$264,750) in accordance with a promissory note dated September 22, 2017, by Grantors, and all renewals, modifications, and extensions thereof, and also such further sums as Grantors may become indebted to Beneficiary, or any of their successors or assigns, together with interest as agreed upon by the parties in such instruments.

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. Beneficiary shall be entitled to receive and retain any proceeds of insurance to apply to indebtedness owing or to the repair of the premises.

4. To defend any action or proceedings purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including costs 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, 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.

6. Should Grantors fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property herein above described, Beneficiary may pay the same, and the amount so paid, with interest, shall be added to and become a part of the obligation secured in this Deed of Trust. To the extent that the Beneficiary hereunder pays any prior

lien or encumbrance, it will become subrogated to the rights of such lien or mortgagee.

7. Grantors warrant that they hold marketable title of record to the Property in fee simple, subject only to the liens and encumbrances set forth on the title policy issued by First American Title and Escrow to Grantors, and have full right, power, an authority to execute and deliver this Deed of Trust to Beneficiary.

IT IS MUTUALLY AGREED THAT:

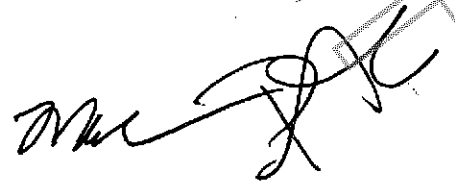
1. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

2. 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.

3. Upon default by Grantors in the payment of any obligation secured hereby or in the performance of any agreement contained herein, upon written request of Beneficiary, Trustee or its authorized agent 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 expenses of 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 person entitled thereto.

4. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchasers 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 may have been 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.

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.

A handwritten signature in black ink, appearing to be 'M. J. K.', is located in the bottom right corner of the page.

6. In the event, of the death, incapacity or disability or resignation of Trustee, Beneficiary shall 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 the Trustee brings such action or proceeding.

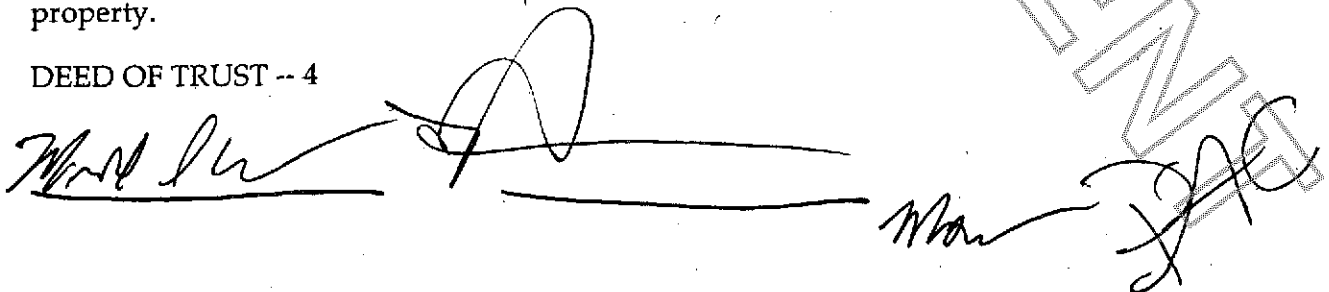
7. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns.

8. In case of default hereunder, in addition to any other rights and remedies available to Beneficiary, Beneficiary may, but need not, make any payment or perform any act herein required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payments or principal or interest on the First Deed of Trust or other prior encumbrances, if any, and purchase, discharge, compromise, or settle the First Deed of Trust, any tax lien or other prior lien or title or claim thereto, or redeem from any tax sale or forfeiture affecting the Property or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, any other money advanced by Beneficiary to protect the Property and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the default rate set forth in the promissory note referred to above. Inaction of Beneficiary shall never be considered as a waiver of any right accruing to Beneficiary on account of any default on the part of Grantors.

9. The obligations set forth in this deed of trust are due on sale of the subject property or the transfer of any interest therein.

10. Upon default and Beneficiary's request, Grantors shall assign to Grantee all of leases of the Property and all security deposits. All rents are assigned to Beneficiary, as an absolute assignment, not just an assignment for security, applied to amounts owed by Grantors to Beneficiary, less any reasonable administrative costs incurred by Beneficiary collecting said rent. Administrative costs in excess of rent collected become part of the indebtedness secured by this Deed of Trust. Grantors warrant they have not assigned the rent to any party other than those with a prior recorded security interest in the property.

DEED OF TRUST -- 4

The bottom of the page features several handwritten signatures. On the left, there are two distinct signatures, likely representing the Grantors. On the right, there is a signature that appears to be the Beneficiary's, with a large, stylized initial 'J' or 'K' to its right. The signatures are written in black ink over a horizontal line.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

On SEPT. 19, 2017 before me, JORDAN CRANE NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MICHAEL S. CRANE AND PATRICIA A. CRANE
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)

UNRECORDED INSTRUMENT

Schedule "A-1"

01-164253-F

DESCRIPTION:

Those portions of Government Lot 3 and of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 36 North, Range 5 East, W.M., described as follows:

Beginning at the Southeast corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
thence North $01^{\circ}26'39''$ East along the East line of said subdivision a distance of 335.75 feet to the true point of beginning;
thence continuing North $01^{\circ}26'39''$ East along the East line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 1,077.96 feet;
thence North $88^{\circ}01'16''$ West along a line which is described as being the South line of the North $7/15^{\text{th}}$ of the Southwest $\frac{1}{4}$ of said Section 31 a distance of 1,981.77 feet to a point on the West line of Government Lot 3;
thence South $01^{\circ}24'44''$ West along said West line of said Government Lot 3 a distance of 60.00 feet to a point which bears North $01^{\circ}24'44''$ East a distance of 28.99 feet from the Southwest corner of said Government Lot 3;
thence South $88^{\circ}01'16''$ East a distance of 1,241.68 feet;
thence South $01^{\circ}26'39''$ West a distance of 1,018.12 feet;
thence South $88^{\circ}02'02''$ East a distance of 740.05 feet to the true point of beginning.

(Also known as Tract C of that record of survey of the Jamie Lanning property survey as recorded December 14, 1984, in Volume 6 of Surveys, page 28, under Auditor's File No. 8412140002, records of Skagit County, Washington.)

EXCEPT that portion described as follows:

Beginning at the Southwest corner of said tract;
thence North $01^{\circ}26'39''$ East, 300 feet;
thence Easterly 200 feet parallel with the South line of said tract to the Bonneville transmission line boundary;
thence Southerly along said Bonneville boundary to the South line of said tract;
thence North $88^{\circ}02'02''$ West along said South line to the point of beginning.

Situate in the County of Skagit, State of Washington.