

When recorded return to:  
Terah Regan and Celeste Rivers  
P.O. Box 1384  
Stanwood, WA 98292



Skagit County Auditor  
10/31/2017 Page 1 of 7 11:52AM \$81.00

Filed for record at the request of:



CHICAGO TITLE  
COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273

Escrow No.: 620032838

ACCOMMODATION RECORDING

CHICAGO TITLE

620032838

**DEED OF TRUST**

(For use in the State of Washington Only)

THIS DEED OF TRUST, made this 26th day of October, 2017 between

Terah Regan and Celeste Rivers, a married couple

as GRANTOR(S),

whose address is P.O. Box 1384, Stanwood, WA 98292

and

Chicago Title Company of Washington

as TRUSTEE,

whose address is 425 Commercial St, Mount Vernon, WA 98273

and

Marie Sather, an unmarried person, as her separate estate

as BENEFICIARY,

whose address is 1007 12th Street, Bellingham, WA 98225

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 , :

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

PTN NE NW, 27-34-02 AND PTN TRACT 56 SNEE-OOSH

Tax Parcel Number(s): P20804 / 340227-3-003-0008, P69675 / 4016-000-056-0106,

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 Two Hundred Sixty Thousand And No/100 Dollars (\$260,000.00) 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.

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

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.

## DEED OF TRUST

(continued)

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. 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.
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, 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 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.
7. NO FURTHER ENCUMBRANCES. (OPTIONAL - Not applicable unless initialed by Grantor and Beneficiary.). As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.



Grantor initials



Beneficiary initials

### 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. 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(s) 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(s) 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 fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

**DEED OF TRUST**

(continued)

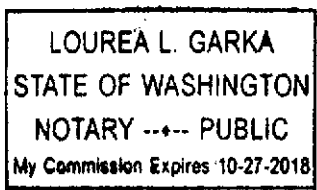
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired 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 encumbrancers 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 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.
- 8. 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.

State of WA  
 County of Skagit

I certify that I know or have satisfactory evidence that Terah Regan and Celeste Rivers are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.


Dated: October 30, 2017


Lourea L. Garka  
 Name: Lourea L. Garka  
 Notary Public in and for the State of WA  
 Residing at: Oakville, WA  
 My appointment expires: 10/27/2018



DEED OF TRUST  
(continued)

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8. 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.

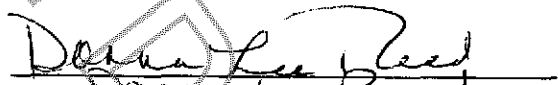
  
\_\_\_\_\_  
Terah Regan

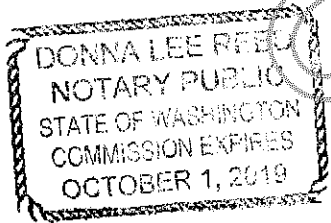
  
\_\_\_\_\_  
Celeste Rivers

State of Washington  
County of Skaup

I certify that I know or have satisfactory evidence that Terah Regan and Celeste Rivers are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/31/17

  
\_\_\_\_\_  
Name: Donna Lee Reed  
Notary Public in and for the State of Washington  
Residing at: Marysville, WA  
My appointment expires: 10/1/2019



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): P20804 / 340227-3-003-0008 and P69675 / 4016-000-056-0106**

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**Parcel A:**

That portion of the West half of the Northeast quarter of the Southwest quarter, Section 27, Township 34 North, Range 2 East, Willamette Meridian, lying Southwesterly of the county road, as conveyed to Skagit County, by deed recorded in Volume 169 of deeds, Page 509, except road rights of way and except the following described tracts:

1. Beginning at the Southeast corner of the West half of the Northeast quarter of the Southwest quarter of Section 27, Township 34 North, Range 2 East, Willamette Meridian; thence South 89° 43' West along subdivision line of said subdivision, 145 feet; thence North 9° 17' East 135.9 feet; thence North 24° 22' East 155.29 feet, more or less, to the Southerly right of way line of county road; thence Southeasterly along right of way line, 95 feet, more or less, to the East line of said West half of the Northeast quarter of the Southwest quarter; thence South 1° 50' West along said line 208.4 feet to the place of beginning.
2. Beginning at the Southwest corner of said Northeast quarter of the Southwest quarter; thence North along the West line of said Northeast quarter of the Southwest quarter 200 feet; thence East 100 feet; thence Southerly in a straight line to a point on the South line of said North East quarter of the Southwest quarter 55 feet East of the point of beginning; thence West 55 feet to the place of beginning, except county road Right of way.
3. Beginning on the South line of said West half of the Northeast quarter of the Southwest quarter, 145-0 feet Westerly from the Southeast corner thereof; thence North 9° 17' East 135.9 feet; thence North 52° 48' West 66.05 feet; thence South 47° 12' West 135.35 feet; thence South 89° 43' West 81.60 feet; thence South 27° 16' 30" West 93.35 feet to the South line of aforesaid subdivision; thence East on said South line 103.5 feet; thence North 1° 54' 30" East 20.0 feet; thence East parallel to Subdivision 80.3 feet; thence South 1° 54' 30" West 20.0 feet to subdivision line; thence East along said subdivision line 69.92 feet to the place of beginning.
4. Beginning at a point where the South line of aforesaid subdivision would be intersected by the line between lots 49 and 55 of "SNEE-OOSH", according to the plat recorded in Volume 4 of Plats, Page 50, records of Skagit County, Washington, if extended; thence North 1° 54' 30" East 20.0 feet; thence West parallel to the subdivision line 80.3 feet; thence South 1° 54' 30" West 20.0 feet to the South line of the Northeast quarter of the Southwest quarter; thence East along said line 80.3 feet to place of beginning.
5. Beginning at the Southwest corner of the Northeast quarter of the Southwest quarter of Section 27, Township 34 North, Range 2 East, Willamette Meridian; thence North 4° 36' East along West line of said Northeast quarter of the Southwest quarter for 200 feet to the true point of beginning; thence South 85° 24' East for 100 feet; thence North 4° 36' East for 50 feet; thence North 85° 24' West for 100 feet; thence South 4° 36' West for 50 feet to the true point of beginning.
6. Beginning at the Southwest corner of said subdivision; thence North 1° 31' 10" East along the West line of said subdivision, a distance of 250-00 feet to the true point of beginning of this description; thence continuing North 1° 31' 10" East along the West line of said subdivision a distance of 450.18 feet; thence South 88° 28' 50" East, a distance of 120.23 feet, more or less, to a point on the West right of way line of the county road; thence Southeasterly along said West right of way line, an arc distance of 248.73 feet and which arc is subtended by a chord bearing South 37° 01' 34" East a chord distance of 248.08 feet; thence South 31° 14' 47" West a distance of 294.97 feet, more or less; thence North 88° 28' 50" West, a distance of 128.55 feet to the true point of beginning.
7. Beginning at the Southwest corner of said subdivision; thence North 1° 31' 10" East along the West line of said subdivision, a distance of 700.18 feet to the true point of beginning of this description; thence continuing north 1° 31' 10" East along the West line of said subdivision to a point on the West right of way line of the county road; thence Southeasterly along said West right of way line of the county road to a point that bears South 88° 28' 50" East from the true point of beginning; thence North 88° 28' 50" West a distance of 120.23 feet, more or less, to the true point of beginning.

Situated in Skagit County, Washington.

**Parcel B:**

That portion of tract 56, "SNEE-OOSH", according to the plat recorded in Volume 4 of Plats, Page 50, records of Skagit County, Washington, described as follows:

**EXHIBIT "A"**  
Legal Description

Beginning at the Northwest corner of said tract; thence East 79 feet; thence South 27° 16' 30" West to the Northerly line of Chilberg Avenue; thence Northwesterly on the Northerly line of said avenue to the point of beginning.

Situated in Skagit County, Washington.

**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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Marie Sather

\_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Print Name

Its: \_\_\_\_\_  
Print Title