

Filed for Record at the Request of:

Chmelik Sitkin & Davis P.S.
1500 Railroad Avenue
Bellingham, WA 98225



201712110138

Skagit County Auditor \$79.00
12/11/2017 Page 1 of 5 12:46PM

DEED OF TRUST

Grantor(s): **JUAN ORTIZ**
Grantee(s): **LIGHTNING ELECTRIC, INCORPORATED**
Legal Description: **PTN. SE 1/4 NE 1/4 SEC. 12-T35N-R4E**
Tax Parcel No(s): **P36265**

THIS DEED OF TRUST, made this 11th day of December, 2017, by and between Grantor: **JUAN ORTIZ** whose address is 11313 N. Skagit Street, Burlington, WA 98233; Trustee: **CJ SERVICES CORPORATION**, whose address is 1500 Railroad Avenue, Bellingham, WA 98225; and Beneficiary: **LIGHTNING ELECTRIC, INC.** a Washington corporation, whose address is 1262 E. Smith Road, Bellingham, WA 98226.

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

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., EXCEPT ROAD RIGHT OF WAY, AND EXCEPT AND EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 30 FEET THEREOF;

TOGETHER WITH THAT CERTAIN 1998 GOLDENWEST 66X14 MANUFACTURED HOME, VIN #GWOR23N21326 TPO & 138310;

SITUATE IN SKAGIT COUNTY, WASHINGTON;

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.

This Deed of Trust is for the purpose of securing payment of amounts owed to Lightning Electric, Inc. in the principal amount of \$53,321.24 as detailed in the Settlement Agreement of even date herewith.

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 insurance policy shall name Beneficiary as an additional insured. Grantor shall provide a certificate of title insurance or other satisfactory proof of insurance to Beneficiary. Such insurance shall 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. 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 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 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 Promissory Note secured hereby, shall be added to and become a part of the debt secured by 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 thereof 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 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 expense 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 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 purchasers and encumbrances for value.

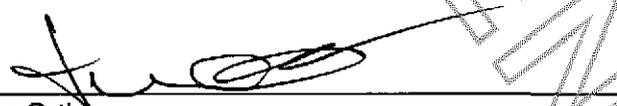
7. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

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

9. Should Beneficiary retain the services of an attorney to enforce any provision herein the prevailing party shall be obligated to pay the attorneys' fees and costs incurred therein.

10. This Deed of Trust applies to, insures 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 CHMELIK SITKIN & DAVIS P.S., or its successors or assignees.

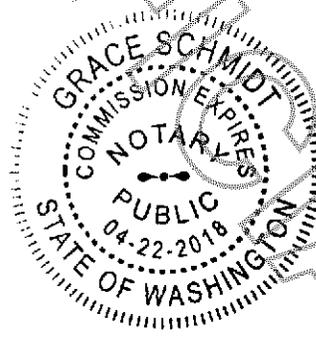
JUAN ORTIZ

BY: 
Juan Ortiz

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 11th day of December, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Juan Ortiz, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of December, 2017.



Grace Schmidt
Print Name: Grace Schmidt
NOTARY PUBLIC in and for the
State of Washington, residing at Mount Vernon

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when the obligation in the Promissory Note has been paid.

TO: TRUSTEE

The undersigned is the obligee under a Promissory Note executed by JUAN ORTIZ which note is secured by a Deed of Trust dated December __, 2017 and recorded on December __, 2017 under Auditor's File No. _____. You are hereby requested and directed, to convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED this ____ day of December, 2019.

LIGHTNING ELECTRIC

By: _____

Mail Reconveyance to:

