



201712180071

Skagit County Auditor

\$79.00

12/18/2017 Page

1 of

5 9:11AM

After recording return to:
James K. Hayner
Minnick-Hayner
P.O. Box 1757
Walla Walla, WA 99362

DEED OF TRUST

GRANTOR: NESTOR, JOHN DAVID, JR.

GRANTEE #1: ECKHARDT, KARL R.

GRANTEE #2: MINNICK-HAYNER

LEGAL DESCRIPTION: Cape Horn on the Skagit Sub-Div 2 Lot 33 Blk H
Cape Horn on the Skagit Sub-Div 2 Lot 34 Blk H;
Cape Horn on the Skagit Sub-Div 2 Lot 35 Blk H

TAX PARCEL NUMBER(S): 3869-008-0008, P63269; 3869-008-034-000, P 63270
3869-008-035-0006, P63271

THIS DEED OF TRUST is made this date by and between JOHN DAVID NESTOR, JR. as Grantor, whose address is 625 Wellington Avenue, E-6, Walla Walla, Washington 99362, and JAMES K. HAYNER OF MINNICK-HAYNER, P.S., as Trustee, whose address is 249 West Alder Street, P.O. Box 1757, Walla Walla, Washington 99362, and KARL R. ECKHARDT, as Beneficiary, whose address is 655 Berney Drive, Walla Walla, Washington 99362

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in Skagit County, Washington:

PARCEL "A":

Lot 33, Block H, "CAPE HORN ON THE SKAGIT DIVISION NO. 2," as per plat recorded in Volume 9 of Plats, pages 14 through 19, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

Lot 34, Block H, "CAPE HORN ON THE SKAGIT DIVISION NO. 2," as per plat recorded in Volume 9 of Plats, pages 14 through 19, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

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

Situate in the County of Skagit, State of Washington.

TOGETHER WITH all tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in any way appertaining, and the rents, issues and profits thereof, and all fixtures and property that may be now located upon said real property or may hereafter be installed in or attached to or used in or adapted for use in the operation of the property and improvements, including, but without being limited to, all trees, shrubs, rockeries, retaining walls, walks, driveways, buildings, structures, improvements and fixtures, plumbing, heating, lighting, cooling and ventilating apparatus, awnings, door and window screens, built-in ranges, dishwashers, refrigerators, washers, disposals, dryers and mirrors, rugs, carpeting, and other floor covering material, drapery traverse rods and hardware, all of which property, whether affixed or annexed or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed

hereby. Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this Deed of Trust on any property. To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this Deed of Trust is a security agreement, granting to Beneficiary, as secured party, a security interest in any such property and the Grantor agrees to execute such financing statements as may be required by the Beneficiary and pay, upon demand, filing fees for any such financing statements and continuations thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of Thirty Two Thousand (\$32,000.00) Dollars with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, all renewals, modifications or 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.

BY EXECUTING AND DELIVERING THIS DEED OF TRUST AND THE NOTE SECURED HEREBY, THE PARTIES AGREE THAT ALL PROVISIONS OF PARAGRAPHS 1 THROUGH 21 INCLUSIVE OF THE MASTER FORM DEED OF TRUST HEREINAFTER REFERRED TO ARE HEREBY INCORPORATED HEREIN BY REFERENCE AND MADE AN INTEGRAL PART HEREOF FOR ALL PURPOSES THE SAME AS IF SET FORTH HEREIN AT LENGTH, AND THE GRANTOR HEREBY MAKES SAID COVENANTS AND AGREES TO FULLY PERFORM ALL OF SAID PROVISIONS. THE MASTER FORM DEED OF TRUST ABOVE REFERRED TO WAS RECORDED ON THE TWELFTH (12TH) DAY OF JUNE, 1967, IN THE OFFICIAL RECORDS OF THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY OF THE STATE OF WASHINGTON, BOOK/VOLUME 2, PAGE 202, UNDER AUDITOR'S NO. 700444.

A copy of such Master Form Deed of Trust is hereby furnished to the person

executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

The property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

The aforementioned Master Form Deed of Trust is hereby modified and supplemented as follows:

In the event of any sale, assignment, or other transfer of the property subject hereto, the total amount of all principal and interest may, at the option of the Beneficiary, be immediately due and payable, or the Beneficiary, at its option, may adjust the interest rate on the underlying obligation or set any other terms and conditions which it deems reasonably necessary to protect its interests.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

Witness the hand of the Grantor this 11 day of December, 2017.

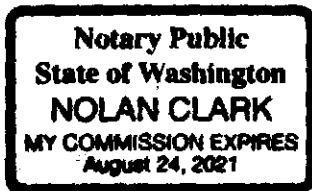


JOHN DAVID NESTOR, JR.

STATE OF WASHINGTON)
)
) ss:
County of Walla Walla)

On this day personally appeared before me John David Nestor, Jr., to me known to be the individual described in and who executed the within and foregoing document, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 11th day of December, 2017.



Nolan Clark
Notary Public

My commission expires: August 24th, 2021