



**201807160056**

07/16/2018 09:59 AM Pages: 1 of 4 Fees: \$103.00  
Skagit County Auditor

When recorded return to:  
Robert W. Jepperson and  
Frances P. Jepperson  
711 Haddon Road  
Anacortes, WA 98221

**DEED OF TRUST**

*(For use in the State of Washington only)*

THIS DEED OF TRUST, made this 27th day of June, 2018 between

Chelsea Frances Jepperson, a single woman

as GRANTOR,

whose address is 403 Spring Lane, Sedro Woolley, WA 98284

and Guardian NW Title Company

as TRUSTEE,

whose address is 3202 Commercial Ave., Anacortes, WA 98221

and Robert W. Jepperson and Frances P. Jepperson, husband and wife,

as BENEFICIARY,

whose address is 711 Haddon Road, Anacortes, WA 98221

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

LOT 40, "PLAT OF SPRING MEADOWS – DIV.1," according to the plat thereof recorded in Volume 17 of Plats, Pages 65 and 66, Records of Skagit County, Washington. Situate in Skagit County, Washington.

Tax Parcel Number(s): P114865/4732-000-040-0000

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 herein contained, and payment of the sum of Two Hundred Eighty Four Thousand Five Hundred Eighty and 37/100 Dollars (\$284,580.37) in accordance with the terms of a promissory note of even date herewith, 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 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 covenants and agrees:

- 1.01 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.
- 1.02. 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.
- 1.03. 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 Beneficiaries, and be in such companies as the Beneficiaries may approve and have loss payable first to the Beneficiaries, as its interest may appear, and then to the Grantors. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiaries shall determine. Such application by the Beneficiaries shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantors in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
- 1.04. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiaries 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 Beneficiaries to foreclose this Deed of Trust.
- 1.05. 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.

- 1.06 Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiaries 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.

General warranties and representations

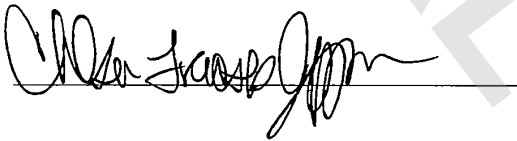
- 2.01 Grantor represents and warrants that the Real Property described in this Deed is not located in an area identified by the Secretary of Housing and Urban Development as an area having any special flood hazard; but, if Grantors are incorrect, Grantors will purchase any flood insurance requested by Beneficiaries and will provide Beneficiaries with evidence of such purchase and will keep such insurance in full force and effect until the obligations secured by this Deed are paid in full.

IT IS MUTUALLY AGREED THAT:

- 3.01. 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 Beneficiaries to be applied to said obligation.
- 3.02. By accepting payment of any sum secured hereby after its due date, Beneficiaries do not waive their right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3.03. 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 Beneficiaries, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiaries or the person entitled thereto.
- 3.04. 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 Beneficiaries. In such event and upon written request of Beneficiaries, 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.
- 3.05. 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 her execution of this Deed of Trust, and such as she 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.

- 3.06. 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; Beneficiaries may cause this Deed of Trust to be foreclosed as a mortgage.
- 3.07. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiaries 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, Trustee, or Beneficiaries shall be a party unless such action or proceeding is brought by the Trustee.
- 3.08. 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 Beneficiaries shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiaries herein.



STATE OF Washington

ss.

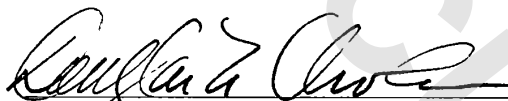
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Chelsea Frances Jepperson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: JUNE 27, 2018



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Notary name printed or typed: Douglas N. Owens  
Notary Public in and for the State of Washington  
Residing at Anacortes  
My appointment expires: May 18, 2020