

Return Address:



201807180059

07/18/2018 03:22 PM Pages: 1 of 6 Fees: \$105.00
Skagit County Auditor

Document Title:

Deed of Trust

Reference Number (if applicable): _____

Grantor(s):

additional grantor names on page ____.

- 1) Phillis Ann Whitley - Klemz
- 2) Phyllis Ann Whitley - Klemz

Grantee(s):

additional grantor names on page ____.

- 1) Joseph J. McGoran
- 2) Richard Tye Klemz

Abbreviated Legal Description:

full legal on page(s) ____.

11/35/05 NE SW

Assessor Parcel /Tax ID Number:

additional parcel numbers on page ____.

P38871

DEED OF TRUST

THIS DEED OF TRUST is made this 10th day of March, 2018, between PHILLIS ANN WHITLEY-KLEMZ, a single woman as grantor, whose address is 28649 Bacus Road, Sedro-Woolley, Washington 98286, Attorney at Law JOSEPH J. McGORAN, trustee, whose address is 33650 - 6th Avenue South, Suite #102, Federal Way, Washington 980013; and RICHARD TYE KLEMZ, beneficiary, whose address is Post Office Box 1161, Snohomish, Washington 98291.

WITNESSETH: The grantor hereby bargains, sells, and conveys to the trustee in trust, with power of sale, the following-described real property commonly known as 28649 Bacus Road, situate in Skagit County, Sedro-Woolley, Washington:

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 11, Township 35 North, Range 5 East W.M., together with a non-exclusive easement for ingress, egress and utilities over and across a 60 foot strip of land lying 30 feet on each side of the following described centerline:

Commencing at the Southwest corner of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 11; thence North 0 degrees 57' 28" West, along the West line of said West 1/2, a distance of 60.00 feet; thence North 89 degrees 02' 32" East, 30.00 feet to the TRUE POINT OF BEGINNING; thence South 0 degrees 57' 28" East, 298.66 feet; thence South 6 degrees 11' 23" East, 114.18 feet; thence South 39 degrees 47' 34" East, 83.04 feet; thence South 6 degrees 03' 08" West, 30.0 feet, more or less, to the Northerly right-of-way line of the 60-foot county road known as Bacus Road

SUBJECT TO all existing encumbrances, including easements, restrictions and reservations, if any.

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

This Deed is for the purpose of securing performance of each agreement of the grantor which is contained in this document and payment of the sum of Nine Thousand Five Hundred and no/100th Dollars (\$9,500.00) and any additional sums given to the grantor by the beneficiary, in accordance with the terms of a promissory note executed on March 10, 2018, 2018, payable to the beneficiary or order, and made by the grantor, and all renewals,

Life Point Law, P.S.
31919 -6th Avenue South
Federal Way, Washington 98003
253.838.3454 * 253.927.3344
Fax 253.838.9268

modifications, and extensions of the promissory note, and also any additional sums which may be advanced or loaned by the beneficiary to the grantor, or any of grantor's successors or assigns, together with interest on the promissory note at the agreed upon rate.

To protect the security of this Deed of Trust, the grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no damage to the property; to complete any building, structure, or improvement being built or about to be built on the property; 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 in the future erected on the property 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 shall have loss payable first to the beneficiary as his interest may appear and then to the grantors. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed in such order as the beneficiary shall determine. Any 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 grantors 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 for this Deed or the rights or powers of the 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 the 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 by this Deed of Trust and trustee's and attorney's fees actually incurred, as provided by statute.
6. Should the grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property described

in this document, the beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in 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 of the award as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to the beneficiary to be applied to the obligation.
2. By accepting payment of any sum secured hereby after its due date, the beneficiary does not waive her right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The trustees shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled to the property 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 to the property.
4. Upon default by the grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this document, all sums secured by this Deed of Trust shall immediately become due and payable at the option of beneficiary. In such event and upon written request of the beneficiary, the trustee or his 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 the trustee may bid at the trustee's sale. The 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 to the surplus.

The 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 grantors have or had the power to convey at the time of their execution of this Deed of Trust, and any interest she may have acquired after the execution of this Deed of Trust. The trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and this Deed of Trust, which recital shall be prima facie evidence of the compliance and conclusive evidence 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; the beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
6. In the event of the death, incapacity, or disability or resignation of the trustee, the beneficiary shall appoint in writing a successor trustee, and upon the recording of the appointment of the successor trustee 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 to this Deed of pending sale under any other Deed of Trust or of any action or proceeding in which the grantors, trustee, or beneficiary shall be party unless such action or proceeding is brought by the trustee.
7. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties to this Deed, but on their heirs, devisees, legatees, administrators, executors, successors, and assigns. The term "beneficiary" shall mean the holder and owner of the note secured by this Deed of Trust, whether or not named as the beneficiary in this document.

GRANTOR:


PHYLIS ANN WHITLEY-KLEMZ

BENEFICIARY:


RICHARD TYE KLEMZ

STATE OF WASHINGTON)
)ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that PHILLIPS ANN WHITLEY-KLEMZ is the person who appeared before me, and that 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 the instrument.

DATED this 10th day of March, 2018.



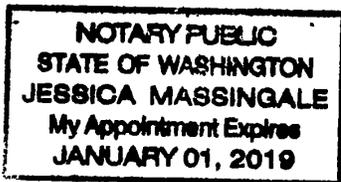
[Signature]

NOTARY PUBLIC in and for the State of Washington
My Commission expires: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF Shagit)

I certify that I know or have satisfactory evidence that RICHARD TYE KLEMZ is the person who appeared before me, and that said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 18th day of July, 2018.



[Signature]

NOTARY PUBLIC in and for the State of Washington
My Commission expires: Jan 1st 2019