



201810260015

10/26/2018 08:36 AM Pages: 1 of 6 Fees: \$105.00
Skagit County Auditor

WHEN RECORDED RETURN TO:

Dennis Jordan
4202 Hoyt
Everett, WA 98203

Document Title: Deed of Trust

Grantor: Gerald L and Aggie L. Frizzell, husband and wife

Trustee: Old Republic Title

Beneficiary: Strandberg Construction, Inc., a Washington Corporation

Abbreviated Legal Description: Lot 11, Highlands on Fidalgo island

Assessor's Property Tax Parcel Account No(s): 4951-000-011-0000; P127430

DEED OF TRUST

THIS DEED OF TRUST, made this 18th day of October, 2018, between Gerald L and Aggie L. Frizzell, husband and wife, GRANTOR, whose address is 2811 West 3rd Place, Anacortes, WA 98221, Old Republic Title, TRUSTEE, whose address is 19020 33rd Avenue W, Suite 360, Lynnwood, WA 98036, Strandberg Construction, Inc., a Washington Corporation, BENEFICIARY, whose address is 2018 R Avenue, Anacortes, WA 98221.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the real property in Skagit County, Washington as described by Exhibit A attached hereto which real property is not used principally for agricultural¹ purposes, together

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Real property is used for agricultural purposes if it is used in an operation that produces crops, livestock or aquatic goods. If this statement is false on the date this Deed of Trust is granted and is false on the date of a trustee's sale under this Deed of Trust, then this Deed of Trust

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 four hundred seventy thousand nine hundred twenty three dollars and 70/100 Dollars (\$470,923.70) with interest, 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 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. 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 equal to the full insurable value thereof. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve. All policies shall have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor; Provided, However, as long as the Note of even date is not otherwise in default, the insurance proceeds shall be held in trust by the Beneficiary and shall be utilized to repair or replace the damage/loss sustained subject to the Grantor providing reasonable proof of the ability to pay any deficiency associated with the actual cost of repair should that cost be greater than the insurance proceeds available; Provided, Further, that to the extent repairs are not effected by the Grantor, then, and in that event, the Beneficiary may apply the insurance proceeds toward the principal balance then owing **under** the Note; Provided, Further that the application of the proceeds in the latter manner 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.

must be foreclosed judicially.

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 Note secured hereby, 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 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 the Grantor in the payment of any indebtedness secured hereby or 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; (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 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 any action or proceeding in which Grantor, 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 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.

GRANTOR:

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 Gerald L. Frizzell

 Aggie L. Frizzell

STATE OF WASHINGTON)

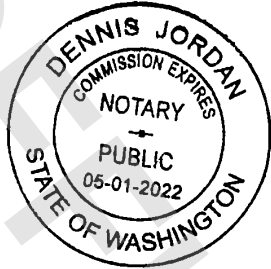
: ss.

COUNTY OF SNOHOMISH)

On this day personally appeared before me Gerald L and Aggie L Frizzell, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and

deed, for the uses and purposes therein mentioned.

WITNESS my hand and seal this 18th day of OCT, 2018.



[Signature]
 Print Name: DENNIS JORDAN
 NOTARY PUBLIC in and for the
 State of Washington
 My Appointment Expires: 5/1/22

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 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.

DATED: _____.

ALTA COMMITMENT

Title Order No.: **02-169557-O**

EXHIBIT A

Lot 11, "THE HIGHLANDS ON FIDALGO ISLAND," as per plat recorded March 17, 2008 under Auditor's File No. 200803170001, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

END OF EXHIBIT A

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.