



**201812210023**

12/21/2018 11:08 AM Pages: 1 of 7 Fees: \$106.00  
Skagit County Auditor

Filed for Record at Request of  
When Recorded Return to:

Marty Miller, Executive Director  
Office of Rural and Farmworker Housing  
1400 Summitview Avenue, #203  
Yakima, WA 98902-2965

**DEED OF TRUST**

GUARDIAN NORTHWEST TITLE CO.

(For use in the State of Washington only)

18-1279

Abbreviated legal: Portions of Lots 25 and 26 of the Burlington Acreage Property

Parcel numbers for said lot(s): P62437 & P62504

**THIS DEED OF TRUST**, MADE THIS 12/21/2018 between, Housing Authority of Skagit County, Grantor, whose address is, 1650 Port Drive, Burlington, WA 98233, and Guardian NW Title & Escrow, Trustee, whose address is 1301 Riverside Drive, Mt. Vernon, WA 98273, and the **OFFICE OF RURAL AND FARMWORKER HOUSING**, Beneficiary, whose address is 1400 Summitview Avenue, #203, Yakima, Washington, 98902-2965

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

**Refer to Exhibit A, attached hereto and fully incorporated into this document by this reference**

**TOGETHER WITH** all water rights and appurtenances, if any, thereunto belong 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 **One hundred and fifty-six thousand eight hundred and seven dollars and eighty-four cents (\$156,807.84)** with interest, in accordance with the terms of a Promissory Note dated, December 21, 2018, 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 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 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 time of foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or power 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 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 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 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 encumbrances 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 power 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 applied 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.

Housing Authority of Skagit County, Grantor

By:   
Melanie Corey  
Executive Director 

Date: 12/21/18

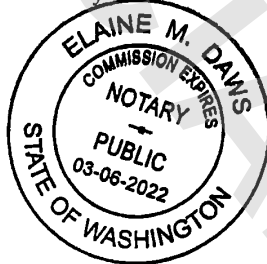
STATE OF WASHINGTON

) ss.

County of Skagit )

On this 21st day of December before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Melanie Corey, to me know to be the Executive Director of that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned and on oath stated that they were authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Signature of

Elaine M. Davis

Notary Public

Elaine M. Davis

Title: Notary Public

My appointment expires

3/6/2022

## 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 other 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: \_\_\_\_\_

BY: \_\_\_\_\_

-- Exhibit A --

**Skagit County Seasonal Farmworker Housing**

20280 Lafayette Road, Burlington, WA 98233

Parcel No. - P62437 & P62504

**Legal Description**

(DK12) PARCEL 2 ON QUIT CLAIM DEED RECORDED UNDER AF#200703140071; AKA THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 4, EAST, WM AND OF TRACTS 25 AND 36, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE CENTER OF SAID SECTION 33; THENCE SOUTH 0 DEGREES 01' 36" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF LAFAYETTE ROAD BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 01' 36" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 171.00 FEET; THENCE NORTH 89 DEGREES 40' 42" WEST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 247.68 FEET; THENCE SOUTH 0 DEGREES 01' 36" WEST PARALLEL TO SAID EAST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 610.55 FEET; THENCE SOUTH 89 DEGREES 40' 42" EAST A DISTANCE OF 280.68 FEET TO THE EAST LINE OF THAT PARCEL DESCRIBED AS PARCEL "P" CONVEYED TO THE HOUSING AUTHORITY OF SKAGIT COUNTY UNDER AUDITOR'S FILE NO. 200207260012, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 0 DEGREES 01' 36" WEST PARALLEL TO THE SAID EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 A DISTANCE OF 504.91 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 50' 56" WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 33.00 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALSO BEING ON THE SOUTH LINE OF SAID TRACT 36 OF SAID BURLINGTON ACREAGE; THENCE NORTH 89 DEGREES 51' 24" WEST ALONG SAID SOUTH LINE OF TRACT 36 A DISTANCE OF 418.84 FEET TO A POINT LYING 241.00 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF SAID TRACT 36; THENCE NORTH 0 DEGREES 10' 27" EAST ALONG THE EAST LINE OF THAT PARCEL CONVEYED TO HOUSING AUTHORITY OF SKAGIT COUNTY UNDER AUDITOR'S FILE NO. 200210280188, A DISTANCE OF 658.88 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 36 LYING 241.00 FEET EAST OF THE NORTHWEST CORNER OF THE EAST HALF OF SAID TRACT 36, SAID POINT BEING THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO HOUSING AUTHORITY OF SKAGIT COUNTY, UNDER AUDITOR'S FILE NO. 200210280188; THENCE NORTH

89 DEGREES 46' 29" WEST ALONG THE NORTH LINE OF SAID TRACT 36 A DISTANCE OF 269.60 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED AS PARCEL "S" CONVEYED TO HOUSING AUTHORITY OF SKAGIT COUNTY UNDER AUDITOR'S FILE NO. 200207260012, RECORDS OF SKAGIT COUNTY; THENCE NORTH 0 DEGREES 00' 41" EAST ALONG THE WEST LINE OF SAID PARCEL "S", A DISTANCE OF 418.27 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "S", BEING ALSO A POINT ON THE SOUTH LINE OF THE NORTH 211.00 FEET OF SAID TRACT 25 OF SAID BURLINGTON ACREAGE; THENCE SOUTH 89 DEGREES 41' 31" EAST ALONG THE SOUTH LINE OF SAID NORTH 211.00 FEET OF TRACT 25, A DISTANCE OF 210.79 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED AS PARCEL "R" CONVEYED TO HOUSING AUTHORITY OF SKAGIT COUNTY UNDER AUDITOR'S FILE NO. 200207260012; THENCE NORTH 0 DEGREES 10' 28" EAST, ALONG THE WEST LINE OF SAID PARCEL "R" A DISTANCE OF 206.55 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE LAFAYETTE ROAD; THENCE NORTH 89 DEGREES 46' 20" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF LAFAYETTE ROAD A DISTANCE OF 475.53 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION LOCATED IN LEVY CODE 0905