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06/17/2019 01:47 PM Pages: 1 of 4 Fees: \$103.00
Skagit County Auditor

Return Address:

Document Title:

Deed of Trust

Reference Number (if applicable): _____

Grantor(s):

additional grantor names on page ____.

- 1) Sharel L. Delaney
- 2) _____

Grantee(s):

additional grantor names on page ____.

- 1) Coach Corral Inc.
- 2) Land Title

Abbreviated Legal Description:

full legal on page(s) ____.

Tr. 3 Glenwood Acres

Assessor Parcel /Tax ID Number:

additional parcel numbers on page ____.

PL65552

WHEN RECORDED RETURN TO:

Coach Corral, Inc.
3906 Cedardale Road
Mount Vernon, WA 98274

Grantor(s): Sharel L. DeLaney
Grantee: Coach Corral, Inc.
Trustee: Land Title of Burlington, WA
Abbreviated Legal: (SWFC)(SWLFC)(Title Elimination) Including Manufactured Home 1977
Kentwood 70X14 Serial Number 6302 Glenwood Acres Lot 3
Assessor's Tax Parcel Nos: 3919-000-003-0001, P65552

DEED OF TRUST

THIS **DEED OF TRUST**, made this 06/14/19 between "**Grantor(s)**", Sharel L. DeLaney, a widowed woman whose address 9556 Glenwood Acres Rd, Sedro-Woolley, WA 98284, and Coach Corral, Inc. as "**Grantee**", whose address is 3906 Cedardale Road Mount Vernon, WA 98274, and as "**Trustee**", Land Title of Burlington, WA, whose address is PO Box 445 at 111 East George Hopper Road, Burlington, WA 98233.

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

LEGAL DESCRIPTION: The land referred to in this policy is situated in the STATE OF WASHINGTON, COUNTY OF SKAGIT, CITY OF SEDRO WOOLLEY, and is described as follows:

TRACT 3, GLENWOOD ACRES PLAT, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 95, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF SECTION 23, TOWNSHIP 35 NORTH RANGE 4 EAST, W.M.

TAX PARCEL NUMBER(S): 3919-000-003-0001, P65552

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

This *Deed of Trust* is for the purpose of securing performance of each agreement of *Grantor* herein contained in the *Deed of Trust*, and payment of the sum of Two hundred fifty thousand dollars and zero cents (\$250,000.00) **U.S. Dollars** with interest. In accordance with the terms of a *Promissory Note* of even date herewith, payable to *Grantee* or order, and made by *Grantor*, and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by *Grantee* to *Grantor*, or any of the *Grantors'* successors or assigns, together with interest thereon at the rate agreed upon.

DUE DATE: The entire balance of the *Promissory Note* secured by this *Deed of Trust*, together with any and all interest accrued thereon, shall be due and payable in full on 10/01/2019.

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 of 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 on the property 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 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 *Grantee*, and be in such companies as the *Grantee* may approve and have loss payable first to the *Grantee*, as its interest may appear, and then to the *Grantor*. The amount collected under any insurance policy may be applied upon any indebtedness secured by this *Deed of Trust* in such order as the *Grantee* shall determine. Such application by the *Grantee* shall not cause discontinuance of any proceedings to foreclose the *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 sales.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of *Grantee* 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 *Grantee* 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 *Grantor* fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property, *Grantee* 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*.
7. DUE ON SALE: The property described in this security instruments may not be sold or transferred without the *Grantee's* consent. Upon breach of this provision, *Grantee* may declare all sums due under the note and *Deed of Trust* immediately due and payable, unless prohibited by applicable law.



Sharel L. DeLaney

GRANTOR (Initials)



Keith Padgett

Coach Corral, Inc.

GRANTEE (Initials)

IT IS MUTUALLY AGREED THAT:

8. 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 by this *Deed of Trust* shall be paid to *Grantee* to be applied to said obligation.
9. By accepting payment of any sum secured by his *Deed of Trust* after its due date, *Grantee* 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.
10. 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 *Grantee* or the person entitled thereto.
11. Upon default by *Grantor* in the payment of any indebtedness secured by this *Deed of Trust* or in the performance of any agreement contained in this *Deed of Trust*, all sums secured by this *Deed of Trust* shall immediately become due and payable at the option of the *Grantee*, subject to any cure period provided in the note secured by this *Deed of Trust*. In such event and upon written request of *Grantee*, *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 sales 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.
12. *Trustee* shall deliver to the purchaser at the sale its *Deed*, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which *Grantor* had or had the power to convey at the time of the execution of this *Deed of Trust*, and such as *Grantor* 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.

- 13. 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; grantee may cause this *Deed of Trust* to be foreclosed as a mortgage.
- 14. In the event of the absence, death, incapacity, disability, or resignation of *Trustee*, or at the discretion of the *Grantee*, *Grantee* 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 or pending sale under any other *Deed of Trust* or of an action or proceeding in which *Grantor*, *Trustee*, or *Grantee* shall be a party unless such action or proceeding is brought by the *Trustee*.
- 15. This *Deed of Trust* applies to, insures 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 *Grantee* shall mean the holder and owner of the note secured hereby, whether or not named as *Grantee* herein.
- 16. ADDITIONAL TERMS AND CONDITIONS: NONE.

Dated: 6-14-19

Sharel L. DeLaney
Sharel L. DeLaney

STATE OF Washington }
County of } SS:

I certify that I know of have satisfactory evidence Sharel L. DeLaney
& _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated they are authorized to execute this instrument to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6/14/19



[Signature]
Notary Signature
Notary Public in and for the State of Washington
Residing at Suchonish, WA
My appointment expires: 09/18/19

REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when note has been paid.

To: Coach Corral, Inc.

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 will 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 for 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 _____