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Skagit County Auditor

DEED OF TRUST

Grantor: STEVEN J. SWIGERT and CRYSTAL R. SWIGERT,
husband and wife
Grantee (Beneficiary): ALAN P. GANN and BARBARA F. GANN, husband and wife
Trustee: DERTING & APPEL, PLLC
Abbreviated Legal: LOT 489 SHELTER BAY DIV. 3; LOT 95 SHELTER BAY
DIV. 2
Assessor's Tax Parcel No.: 6722, 128971

THIS DEED OF TRUST, made this 15th day of October, 2019, between Steven J. Swigert and Crystal R. Swigert, husband and wife, Grantor, whose address is 95 Samish Pl., LaConner, WA 98257, Derting & Appel PLLC, Trustee, whose address is PO Box 845, Okanogan, WA 98840, and Alan P. Gann and Barbara F. Gann, husband and wife, Beneficiary, whose address is 128 Lummi Circle, LaConner, WA 98257.

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, State of Washington:

LOT 489, SURVEY OF SHELTER BAY DIVISION NO. 3, TRIBAL AND ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATION, AS RECORDED IN VOLUME 43 OF OFFICIAL RECORDS, PAGES 839 TO 842, INCLUSIVE, UNDER AUDITOR'S FILE NO. 737014, AND AMENDMENT THERETO RECORDED IN VOLUME 66 OF OFFICIAL RECORDS, PAGE 462, UNDER AUDITOR'S FILE NO. 753731, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT NO. 95 IN ACCORDANCE WITH SURVEY OF SHELTER BAY, DIVISION #2, LOCATED IN SKAGIT COUNTY, WASHINGTON, AS APPROVED BY THE DEPARTMENT OF INTERIORS, BUREAU OF INDIAN AFFAIRS, PORTLAND AREA OFFICE, PORTLAND, OREGON, ON FILE THEREWITH AND RECORDED ON THE 27TH DAY OF JUNE, 1969, IN VOLUME 33, PAGES 32 THRU 37 UNDER AUDITOR'S FILE NO. 728258, SKAGIT COUNTY, WASHINGTON, BY REFERENCE INCORPORATED HEREIN AS THROUGH SET FORTH IN FULL, SUBJECT TO BUSINESS LEASE NO. 5020, AND SUPPLEMENT AND AMENDMENT OF BUSINESS LEASE ABOVE STATED AND SHELTER BAY DIVISION #2, DECLARATION OF PROTECTIVE COVENANTS, DATED THE 18TH DAY OF JUNE, 1969, ON FILE WITH THE DEPARTMENT OF INTERIOR, UNITED STATE GOVERNMENT, BUREAU OF INDIAN AFFAIRS, PORTLAND AREA OFFICE, PORTLAND, OREGON AND RECORDED IN THE OFFICIAL RECORDS OF SKAGIT COUNTY, WASHINGTON, UNDER AUDITOR'S FILE NO. 728259, VOLUME 33, PAGES 38 TO 48, INCLUSIVE, ON THE 27TH DAY OF JUNE, 1969.

Which real property is not used principally for agricultural or farming purpose, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any way 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 THOUSAND DOLLARS 00/100 (\$200,000), 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.

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 **October 15, 2021.**

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR COVENANTS AND AGREES:

1. **CONDITION OF PROPERTY:** To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvements 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. **TAXES; ASSESSMENTS:** To pay before delinquency 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. **INSURANCE:** 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 their full insurable value. All policies shall be held by 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. In case of damage or destruction from a peril insured against the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to restoration or rebuilding of such improvements within a reasonable time, unless Grantor elects that said proceeds shall be paid to Beneficiary for application on the purchase price. "Reasonable time" as used in this paragraph shall mean that the rebuilding of any improvement shall commence within sixty (60) days following date of loss and shall be completed within one hundred fifty (150) days following date of loss.

4. **DEFENSE OF PROPERTY:** 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 searching title and attorney's fees in a reasonable amount, in any such action or proceeding, and/or in any suit or nonjudicial foreclosure proceeding brought by Beneficiary to foreclose this Deed of Trust.

5. **PAYMENT OF FEES AND COSTS TO DEFEND:** To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred, as provided by statute.

6. **FAILURE TO PAY TAXES, ASSESSMENTS:** 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.

7. **DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.)** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

SS CS

Grantor initials

XI BG AG

Beneficiary initials

8. **NO FURTHER ENCUMBRANCES: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.)** As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate

or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

SS CS
Grantor initials

BY AY
Beneficiary initials

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 conferred 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/her execution of this Deed of Trust, and such as he/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 purchasers and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by Deed of Trust Act for 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 herein of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be 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.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust the day and year first above written.

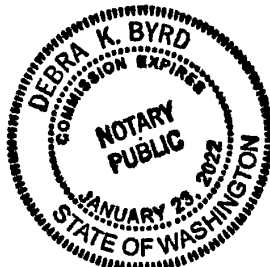
Steven J. Swigert

Crystal R. Swigert

STATE OF WASHINGTON)
) ss.
COUNTY OF Skaist)

I certify that I know or have satisfactory evidence that Steven J. Swigert and Crystal R. Swigert are the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 25th day of September, 2019.



Debra K. Byrd
Notary Public in and for the State of Washington,
Residing at La Conner
My commission expires 01/23/2022