



**201910170082**

10/17/2019 12:09 PM Pages: 1 of 4 Fees: \$107.50  
Skagit County Auditor

**RECORDING REQUESTED BY:**

James Cross

**WHEN RECORDED RETURN TO:**

James Cross  
Village Missions  
696 East Ellendale Avenue,  
Dallas, Oregon

APN/Parcel Id: P125740/4917-000-044-0000

450 Tristan Place, Mount Vernon, Skagit, Washington

*44 Cedar Heights PUD # 1*

**DEED OF TRUST**

**THIS DEED OF TRUST**, is made this 1st day of October, 2019 between Kenneth Schmidt and Charlotte Schmidt, a married couple, (as "Trustor") Chicago Title of Washington, a Washington corporation (as "Trustee") and Village Missions, an Oregon corporation, whose address is 696 East Ellendale Avenue, Dallas, Oregon (as "Beneficiary"). Trustor's mailing address is 450 Tristan Place, Mount Vernon, Skagit, Washington.

**TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE:**

- I. Trustor's entire ownership interest in the following: that certain lot, piece or parcel of land, together with all entitlements, water rights and any and all buildings and improvements now or hereafter erected thereon situated in Mount Vernon, Skagit, State of Washington, commonly known as 450 Tristan Place, and more particularly described on Exhibit "A" attached hereto and incorporated herein. Trustor's interest in this lot, piece or parcel of land, together with all said buildings and improvements, shall be referred to as the "Property"; and
- II. Trustor's ownership interest in the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits;

**FOR THE PURPOSE OF SECURING** (i) the performance and discharge of each and every obligation, covenant and agreement of Trustor incorporated by reference or otherwise contained in this Deed of Trust, (ii) the performance and discharge of each and every obligation, covenant and agreement of Trustor contained in the Shared Appreciation Note executed by Trustor in favor of Beneficiary of even date herewith, including but not limited to payment of the principal sum of SEVENTY THOUSAND DOLLARS, (\$70,000) (the "Note"), according to the terms of such Note, and (iii) the payment of such further sums as the then record owner of the Property may borrow from Beneficiary, when evidenced by another note reciting it is so secured.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

1. Not to remove or demolish any building thereon, not to commit or permit waste of or on said Property, not to commit, suffer or permit any act upon said Property in violations of law.
2. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee, may reconvey any part of the Property, consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
3. That upon surrender of this Deed and Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may

be described as "The person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

4. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of the Property, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, or upon the decision of an arbitrator that Trustee has violated any provision of this Co-Ownership Agreement, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, the Note and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
6. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
7. That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby whether or not named as Beneficiary in this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. 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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
9. This Deed grants rights only in the undivided percentage interest in the Property held by Trustor, and foreclosure under this Deed shall only result in the sale of such percentage. No foreclosure under this Deed shall affect the validity or priority of any deed of trust which does not include in its grant all or any portion of the undivided percentage interest granted by this Deed. Similarly, no foreclosure under a deed of trust which does not include in

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its grant all or any portion of the undivided percentage interest granted by this Deed shall affect the priority or validity of this Deed.

10. If Trustor sells or otherwise conveys the Property, or any fee interest in the Property, or causes title, or any interest in the Property, to be divested, whether voluntarily or involuntarily, or if title to such Property be subject to any lien or charge, voluntarily or involuntarily, contractual or statutory, without the written consent of Beneficiary being first had and obtained, Beneficiary, at Beneficiary's option, may without prior notice, declare all sums evidenced by the Note secured by this Deed, irrespective of the stated due date(s), immediately due and payable, and may exercise all rights and remedies provided in the Note and in this Deed. However, this option shall not be exercised by Beneficiary if exercise is prohibited by Federal law as of the date of this Deed of Trust.
11. To appear in and 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 evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

**Borrower:**

Kenneth Schmidt  
Kenneth Schmidt

By: Charlotte Schmidt  
Charlotte Schmidt

ATTACH EXHIBIT "A" (Legal Description of Property")

ATTACH NOTARY ACKNOWLEDGEMENT

State of OREGON

County of PolkThis record was acknowledged before me on OCTOBER 1<sup>ST</sup>, 2019by KENNETH SCHMIDT AND CHARLOTTE SCHMIDT

Tony S. Rose  
Notary Public - State of Oregon



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): P125740/ 4917-000-044-0000**

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LOT 44, PLAT OF CEDAR HEIGHTS PUD, PHASE 1, ACCORDING TO THE PLAT THEREOF,  
RECORDED JANUARY 19, 2007, UNDER RECORDING NO. 200701190116, RECORDS OF SKAGIT  
COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.