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01/24/2020 03:48 PM Pages: 1 of 7 Fees: \$110.50  
Skagit County Auditor

When recorded return to:

Michael P. Jacobs  
RIACH GESE JACOBS, PLLC  
PO BOX 1067  
Lynnwood, WA

LAND TITLE OF SKAGIT COUNTY

DEED OF TRUST

01-163481-0E

THIS DEED OF TRUST, made this 23 day of January, 2020, between

BILLY COLBURN, a single person, as GRANTOR,  
whose address is 59485 State Route 20, Rockport, WA 98283 and 59471 State Route 20, Rockport, WA 98283,

and

LAND TITLE AND ESCROW AS TRUSTEE, whose address is 111 E. George Hopper Road,  
Burlington, WA 98233;

and

ESTATE OF JACK A. CUTHBERT, as BENEFICIARY whose address is 7331 196<sup>th</sup> St SW,  
Lynnwood, WA 98046.

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with  
power of sale, the following described real property located at 59485 State Route 20,  
Rockport, WA 98283 and 59471 State Route 20, Rockport, WA 98283:

See attached Exhibit "A"

Abbreviated Legal: Ptn Gov. Lot 2, 12-35-10 E W.M.

Tax Parcel Number(s): No. 1: 351012-0-019-0010, P45120  
No. 2: 351012-0-040-0005, P45142  
No. 3: 351012-3-040-0100, P114028

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 of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of ELEVEN THOUSAND EIGHT HUNDRED AND NINETY TWO and 06/100 DOLLARS (\$11,892.06), with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of Grantor(s)' 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 or before OCTOBER 1, 2020 or upon the transfer or sale of the real property located at 59485 State Route 20, Rockport, WA 98283 and 59471 State Route 20, Rockport, WA 98283, whichever occurs first

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

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(s). 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(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

- 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(s) 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.

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- 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.

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## 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust 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(s) 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(s) 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 hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. 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; and (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 all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 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 absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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



## EXHIBIT "A"

## DESCRIPTION:

Those portions of Government Lot 2, Section 12, Township 35 North, Range 10 East, W.M., described as follows:

1.) Beginning at a point on the State Highway 311 feet West of Backus Road; thence a distance of 225 feet 17° West of North and a variation of 23°; thence East 153 feet; thence South 225 feet; thence West to the point of beginning.

2.) Beginning at a point on the North margin of the State Highway 351 feet Westerly from the Backus Ranger Station Road; thence running at right angles to the said State Highway, in a Northerly direction, 225 feet; thence Easterly parallel to said State Highway 40 feet to the East line of a tract conveyed to Alice Washington Cuthbert by deed recorded in Volume 184 of Deeds, page 382; thence Southerly along said East line to the State Highway; thence Westerly along said State Highway 40 feet to the point of beginning.

3.) That portion of Government Lot 2 lying East of the East line of a tract conveyed to Bernard P. Willi by deed dated August 18, 1966 and recorded under Auditor's File No. 687054, and lying West of the West line of a tract conveyed to Alice Cuthbert by deed dated September 10, 1943, and recorded under Auditor's File No. 366940, and lying South of the South line of a tract conveyed to Charles S. Wortendyke by deed dated August 31, 1963 and recorded under Auditor's File No. 641252, and lying North of State Highway, EXCEPT any portion thereof lying Northerly of a line parallel to and 200 feet Northerly as measured at right angles to the North line of said State Highway.

4.) That portion of the West ½ of Government Lot 2, lying South of State Highway, EXCEPT any portion lying within the East 371 feet of said Lot 2.

EXCEPT from all of the above described premises, any portion lying within a tract conveyed to Charles S. Wortendyke, by deed recorded September 25, 1963, under Auditor's File No. 641252, AND EXCEPT from said premises any portion thereof lying within the boundaries of that certain tract conveyed to Bernard P. Willi et ux, by deed dated November 28, 1969, recorded December 23, 1969, under Auditor's File No. 734308.

Situate in the County of Skagit, State of Washington.

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: \_\_\_\_\_  
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