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02/05/2020 10:05 AM Pages: 1 of 5 Fees: \$108.50
Skagit County Auditor

When recorded return to:

DOUGLAS M. WARTELLE
Cogdill Nichols Rein Wartelle Andrews
3232 Rockefeller Avenue
Everett, WA 98201

DEED OF TRUST

Reference #* (if applicable)

Grantor/borrower:

CHRISTOPHER F. COOLEY and WHITNEY R. COOLEY

Grantee/assignee/beneficiary:

DENNIS G. COOLEY and VICKI M. COOLEY

Legal Description:

LOT 10 "MADRONA ESTATES" ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 46, RECORDS OF SKAGIT COUNTY, WASHINGTON

Assessor's Tax Parcel ID#:

3949-000-010-0006

THIS DEED OF TRUST, made this 30th day of January, 2020 between **CHRISTOPHER F. COOLEY and WHITNEY R. COOLEY**, (hereinafter "GRANTOR"), whose address is 9021 - 220th Street SW, Edmonds, WA 98020, and **Transnation Title Insurance Company**, TRUSTEE, whose address is 2939 Colby Avenue, Everett, Washington 98201, and **DENNIS G. COOLEY and VICKI M. COOLEY**, (hereinafter "BENEFICIARY"), whose address is 14753 Bradshaw Road, Mt. Vernon, WA 98273.

WITNESSETH:

GRANTOR hereby bargains, sells and conveys to TRUSTEE in Trust, with power of sale, the following described real property in Skagit County, Washington: #10 Madrona Estates, Cypress Island, WA 98273, legally described as follows:

LOT 10 "MADRONA ESTATES" ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 46, RECORDS OF SKAGIT COUNTY, WASHINGTON

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.

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 the 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 other 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 hereto.

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 purchasers 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.

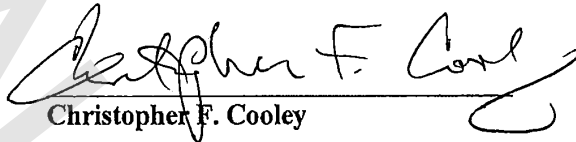
7. In the event of the death, incapacity, disability or resignation of TRUSTEE, BENEFICIARY shall appoint in writing a successor TRUSTEE, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or

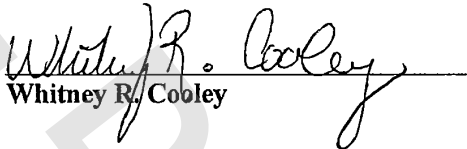
proceeding in which GRANTOR, TRUSTEE or BENEFICIARY shall be party unless such action or proceeding is brought by the TRUSTEE.

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, successors, and assigns. The term "beneficiary" shall mean the holder and owner of the note secured hereby, whether or not named as beneficiary herein.

9. The enforcement of the Deed of Trust is subject to the terms of the Promissory Note between the parties. In addition thereto, should the Beneficiaries pass away prior to the completion of payments under the Promissory Note, it is agreed that upon payment by the Grantors of said obligation that CHRISTOPHER F. COOLEY is authorized by the Beneficiaries to execute a Full Reconveyance of the Deed of Trust and is designated as the agent of the Beneficiaries to do so. As any third-parties, the representation of CHRISTOPHER F. COOLEY that the obligation has been paid in full shall be accepted and honored.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

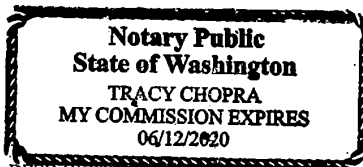

Christopher F. Cooley


Whitney R. Cooley

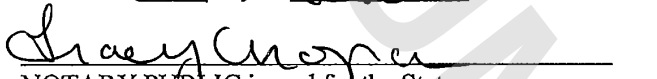
STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me **CHRISTOPHER F. COOLEY** to me known to be the individuals described in and who executed the within and foregoing Deed of Trust, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 30 day of Jan, 2020.



DEED OF TRUST - 4

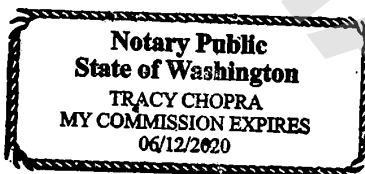

NOTARY PUBLIC in and for the State
of Washington residing at Edmonds, WA
My Commission Expires: 6/12/2020

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me **WHITNEY R. COOLEY** to me known to be the individuals described in and who executed the within and foregoing Deed of Trust, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 30 day of Jan, 2020.

Tracy Chopra
NOTARY PUBLIC in and for the State
of Washington residing at Edmonds WA
My Commission Expires: 6/12/2020



REQUEST FOR FULL RECONVEYANCE

The undersigned is the legal owner and holder of the promissory note in the original sum of \$ 350,000 secured by that certain Deed of Trust dated 1/30/2020 in which _____ is Grantor and _____ is trustee, filed for record on _____, under Recording No. _____, records of _____ County, Washington.

The note and all other indebtedness secured by said Deed of Trust having been fully satisfied, the note and Deed of Trust are herewith surrendered to you for cancellation and reconveyance.

You are therefore requested, upon payment of all sums owing to you, to reconvey without warranty, to the person(s) entitled thereto, the right, title and interest now held by you thereunder.

Dated this ____ day of _____, 20__.

Beneficiary

By: _____

By: _____