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Skagit County Auditor

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03/06/2020 11:03 AM Pages: 1 of 7 Fees: \$110.50
Skagit County Auditor

DEED OF TRUST

Rerecord To Correct Legal

Grantor: GARY E. DURANCEAU and WENDY L. DURANCEAU, husband and wife
Beneficiary: CLYDE A. DURANCEAU and MERLAINE D. DURANCEAU, husband and wife

Trustee: LAND TITLE COMPANY OF SKAGIT

Assessor's Tax Parcel Number: 3989-001-013-0002 P68638

THIS DEED OF TRUST, made this 24th day of October, 2019 by and between, GARY E. DURANCEAU and WENDY L. DURANCEAU, husband and wife, **GRANTOR**, whose address is 1204 Talcott Street, Sedro Woolley, WA 98284, LAND TITLE COMPANY OF SKAGIT, **TRUSTEE**, whose address is P.O. Box 445, 111 East George Hopper Road, Burlington, WA 98233 and CLYDE A. DURANCEAU and MERLAINE D. DURANCEAU, husband and wife, whose address is 2064 E. Blackburn road, Mount Vernon, WA 98274, **BENEFICIARY**.

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

Assessor's Parcel No: 3989-001-013-0002 P68638

PTN Tr 13 L.W.L Co Samish River Acreage #1 SEE Exhibit A For
LEGAL
That portion of Tract 13, L.W.L Co's Samish River Acreage, Plat No. 1, according to the
plat thereof recorded in Volume 3 of Plats, page 69, records of Skagit County,
Washington lying Southwesterly of Puget Sound Power and Light Company right of
way, said portion being more particularly described as follows:

~~Beginning at the SW corner of said Tract 13; thence North 4 degrees 20' 00" West, along the West line of said Tract 13, 291.43 feet to an intersection with the North line of the South 290 feet of said Tract 13; thence South 88 degrees 47' 45"; East, along said North line 465.06 feet; thence South 1 degree 12' 14" West 290.00 feet to the South line of said~~

~~Tract 13; thence North 88 degrees 47' 45" West, along said South line, 436.18 feet to the Point of Beginning.~~

Together with and subject to: All covenants, conditions, restrictions, reservations, agreements, easements and assessments of record, if any.

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 of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) herein contained in this Deed of Trust, and payment of the sum of Fifty Thousand Dollars (\$50,000.) including interest, in accordance with the terms of a Promissory Note dated October 24, 2019 payable to Beneficiary 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 Beneficiary to Grantor(s), or any of the Grantor(s)' successors or assigns, together with interest thereon at the rate agreed upon.

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 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 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 secured by this Deed of Trust 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 by this Deed of Trust 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. Beneficiary may pay the same, and the amount so paid, with interest at 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 the 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.

MED WLD
Grantor (Initials)

hse BR
Beneficiary (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 Beneficiary to be applied to said obligation.

9. 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.

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(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.

11. 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 by this Deed of Trust 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.

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(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 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; Beneficiary 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 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 original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust, or any action or proceeding in which Grantor(s), Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures 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 Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☒ NONE

OR

b. ☐ SUBJECT TO:


GARY E. DURANCEAU


WENDY L. DURANCEAU

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

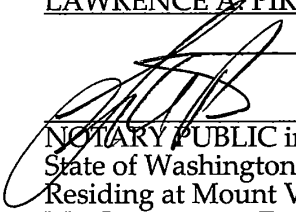
ss

I certify that I know or have satisfactory evidence that GARY E. DURANCEAU and WENDY L. DURANCEAU are the persons who appeared before me and said persons 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 24 day of October, 2019.



LAWRENCE A. PIRKLE



NOTARY PUBLIC in and for the
State of Washington
Residing at Mount Vernon
My Commission Expires: 5/7/23

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 _____ day of _____, _____.

Exhibit "A"**Assessor's Parcel No: 3989-001-013-0002 P68638**

That portion of Tract 13, L.W.L Co's Samish River Acreage, Plat No. 1, according to the plat thereof recorded in Volume 3 of Plats, page 69, records of Skagit County, Washington lying Southwesterly of Puget Sound Power and Light Company right of way, said portion being more particularly described as follows:

Beginning at the SW corner of said Tract 13; thence North 04 degrees 29' 00" West along the West line of said Tract 13 a distance of 540.66 feet to the true point of beginning;
thence South 88 degrees 47' 45" East, parallel with the South line of said Tract 13 a distance of 362.14 feet, more or less, to the Southwesterly margin of said Puget Sound Power and Light Co. right-of-way;
thence North 44 degrees 06' 45" West along said Southwesterly margin a distance of 564.99 feet, more or less, to an intersection with said West line of Tract 13;
thence South 04 degrees 29' 00" East along said West line a distance of 399.26 feet, more or less, to the true point of beginning.

Including the 1973 Kit 894 Mobile Home 52x24.

Together with and subject to: All covenants, conditions, restrictions, reservations, agreements, easements and assessments of record, if any.