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Skagit County Auditor

When recorded return to:

Donald C. Holert and Karen R. Holert
5064 Beach Drive SW
Seattle, WA 98136-1040

Filed for Record at Request of
Land Title & Escrow of Skagit & Island County
Escrow Number: 02-177881-OE

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 7th day of August, 2020 between **TIMOTHY D. VOGEL and NANCY L. VOGEL, a married couple, GRANTOR** , whose address is **1004 Commercial Avenue, #219** , Anacortes, WA 98221, and **Land Title & Escrow of Skagit & Island County, TRUSTEE**, whose address is 111 E George Hopper Rd., PO Box 445, Burlington, WA 98233 and **Donald C. Holert and Karen R. Holert** as **BENEFICIARY**, whose address is **5064 Beach Drive SW** , Seattle, WA 98136-1040.

WITNESSETH: Grantors hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in **Skagit County, Washington**:

Abbreviated Legal:

Unit R-103, Shelter Bay Condo, Lot 1.

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): **S3302020164, 5100-003-103-0000, P129659**

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 **TWO HUNDRED SEVENTY SEVEN THOUSAND AND NO/100 Dollars (\$277,000.00)** with interest, 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 Grantor ' 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 **September 1, 2021**

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

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 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 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 had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor 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 original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a 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 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.

9.. ADDITIONAL TERMS AND CONDITIONS: (check one)

- a. NONE
- b. As set forth on the attached Exhibit _____ which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies)

Dated: 8/5/2020

Timothy D. Vogel
Timothy D. Vogel

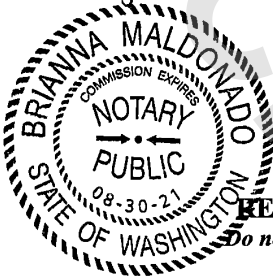
Nancy L. Vogel
Nancy L. Vogel

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Timothy D. Vogel and Nancy L. Vogel is/are the person(s) who appeared before me, and said person(s) acknowledged that he / she / they signed this instrument and acknowledge it to be his / her / their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Aug 5th 2020

Brianna Maldonado



Notary Public in and for the State of Washington
Residing at North Bend WA 98043
My appointment expires: 08/30/2021

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 _____, _____

Escrow No.: 02-177881-OE

EXHIBIT "A"

LEGAL DESCRIPTION

A leasehold interest in the following described tract:

Condominium Unit R-103 of SURVEY AND SET OF PLANS, SHELTER BAY CONDOMINIUMS LOT ONE, recorded May 15, 1973, under Auditor's File No. 785022, in Volume 117 of Official Records, pages 265 and 266, records of Skagit County, being a Replat of a portion of Tract "C", "SURVEY OF SHELTER BAY DIV. 3, Tribal and Allotted Lands of Swinomish Indian Reservation," as recorded in Volume 43 of Official Records, pages 839 to 842, inclusive, records of Skagit County, and as identified by Declaration recorded under Auditor's File No. 785023, and any Amendments thereto, records of Skagit County, Washington.

TOGETHER WITH an undivided 12.32% interest in the common and limited common areas within said condominium as set forth in said Declaration recorded under Auditor's File No. 785023, and as shown on said SURVEY AND SET OF PLANS, SHELTER BAY CONDOMINIUM LOT ONE.

Situate in the County of Skagit, State of Washington.