

When Recorded Return To:

The Opportunity Council
Attn: Weatherization & Home Repairs
3406 Redwood Ave.
Bellingham, WA 98225

DEED OF TRUST

GNW 19-4003

Grantor (Borrower): **Erin Aileen O'Brien**
Grantee (Lender): **The Opportunity Council**
Grantee (Trustee): **Guardian Northwest Title & Escrow Company**
Legal Description: **Section 13, Township 35 North, Range 10 East - SE SW
Full Legal Description on page 7 Exhibit A**
Assessor's Tax Parcel ID#: **P45271, 351013-2-001-1211**
Recording Nos. of
Documents Released
or Assigned:

THIS DEED OF TRUST is made this 24 day of DEC., 2020, between **Erin Aileen O'Brien**, as Grantor, whose address is 59504 Rockport Cascade Rd, Marblemount, Washington 98267, Guardian Northwest Title & Escrow Company, as trustee, whose address is P.O. Box 1667, Mount Vernon, Washington 98273, and the Opportunity Council, as Lender, whose address is 1111 Cornwall, Suite C, Bellingham, Washington 98225.

1. **Grant.** Grantor conveys to Trustee in Trust, with power of sale the real property located in Skagit County, Washington described as: **Section 13, Township 35 North, Range 10 East - SE SW (Full Legal Description on page 7 Exhibit A)** Situated in County of Skagit, State of Washington (the "Property") together with all tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights,

hereditaments and appurtenances belonging or in any way pertaining to the Property, and the rents issued and profits thereof. THE Property is not used principally, or at all, for agriculture or farming purposes.

2. **Obligations Secured.** This deed is given for the purpose of securing payment of the Promissory Note dated 12/22/2020 not to exceed the amount of **Twenty Five Thousand and 00/100 US DOLLARS (\$25,000.00)** payable by the Grantor to the Beneficiary.

2.1 Payments

2.1 (A) Deferral

Provided that the Grantor complies with the terms of the Deed of Trust securing this obligation, the amount due and payable under this Deed of Trust shall be deferred until one of the following events occurs:

- (1) The property is sold or transferred to a third party, this would include transfer as a result of death or divorce;
- (2) I no longer occupy the property as my principal residence;
- (3) I rent the property for any reason; or
- (4) I refinance the property.

Repayment of the Loan principal only will be due upon sale, refinance, change of ownership, or change of use, whichever occurs first.

The indebtedness evidenced by this Deed of Trust, and any other financial obligation which may hereafter be imposed on me by the Lender, is subordinate to the indebtedness evidenced by a note(s) payable to a senior lender(s), which note(s) is secured by a Deed(s) of Trust on the Property.

2.1 (B) Acceleration Clause

If one of the circumstances described above (items A1-4) takes place, which shall accelerate the obligation under this Deed of Trust, all principal shall be due and payable in full.

2.1 (C) Repayments

Repayments shall be made to the Lender and deposited to the Lender's Home Repair Loan Program revolving loan fund account.

3. **Protection of Security.** To protect the security of this Deed of Trust, Grantor covenants and agrees:

3.1 To keep the Property in good condition and repair: to permit no waste thereof; to

complete any building, structure or improvement therein which may be damaged or destroyed; and to comply with all laws, ordinances, conditions and restrictions affecting the property.

3.2 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.

3.3 To keep all buildings now or hereafter on the Property continuously insured against loss by fire or other hazards in an amount not less than the replacement cost of the Property. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. This application by the Beneficiary shall not discontinue any proceedings to foreclose this Deed of Trust. In the event of foreclosure, and subject to the rights of the Beneficiary or beneficiaries of any senior deed of trust, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

3.4 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 reasonable amount, in any proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

3.5 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.

3.6 Should Grantor 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 paid shall be added to and become a part of the debt secured by this Deed of Trust.

4. **General Conditions.** The parties agree that:

4.1 If any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or a portion as may be necessary to fully satisfy this obligation secured hereby, shall be paid to Beneficiary to be applied to the obligation.

4.2 By accepting payment of any sum secured after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums secured or to declare default for failure to so pay.

4.3 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 Beneficiary or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4.4 **Power of Sale.** Pursuant to Chapter 61.24 of the Revised Codes of Washington and upon default by Grantor without timely cure and after written notice of thirty (30) days in the payment of any indebtedness secured or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable. In such event and upon written notice of Beneficiary, the property shall be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person may bid at the Trustee's sale. Subject to the rights of the Beneficiary or Beneficiaries of any senior deed of trust, the proceeds of the sale shall be applied 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 person or persons entitled thereto.

4.5 A 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 the execution of this Deed of Trust, and any interest 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 a bona fide purchaser for value.

4.6 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.

4.7 Beneficiary may at any time appoint or discharge the Trustee.

4.8 This Deed of Trust applies to, inures to the benefit of, and binds the parties and their successors and assigns. The terms "Grantor," "Trustee," and "Beneficiary" include their successors and assigns.

Borrower: *Erin Aileen O'Brien* Borrower: _____
Print Name: **Erin Aileen O'Brien** Print Name: _____
Date: 24 Dec 2020 Date: _____

STATE OF WASHINGTON)
) §
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Erin Aileen O'Brien** signed this instrument and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in this instrument.

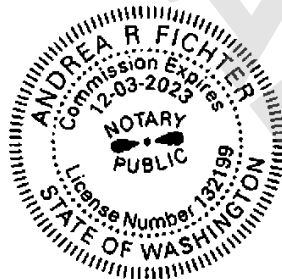
Dated: 12/24/20

Andrea R. Fichter

Notary Public in and for the State of Washington,

residing at: Connet, WA

My commission expires: 12/03/23



REQUEST FOR FULL RECONVEYANCE

TO BE USED ONLY WHEN ALL OBLIGATIONS HAVE BEEN PAID AND ALL DUTIES PERFORMED UNDER THIS DEED OF TRUST.

TO: TRUSTEE:

The undersigned is the party entitled to the performance, benefits, duties, and payments under the loan between Grantor and Beneficiary which is secured by this Deed of Trust and other legal documents.

The obligations thus secured have been fully paid duties performed 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 evidence of indebtedness secured by said Deed of Trust delivered to you with 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 hereunder.

Dated: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

That portion of the Southeast 1/4 of the Southwest 1/4 of Section 13, Township 35 North, Range 10 East, W.M., described as follows:

Beginning at the South 1/4 corner of said Section 13;
thence North 0°35'43" East 218.63 feet along the center section line to the point of beginning;
thence North 68°05'11" West 986.78 feet to the Southeasterly margin of the county road;
thence, along the Southeasterly margin North 21°54'49" East 280.00 feet;
thence South 68°05'11" East 877.51 feet to said center section line;
thence, along said center section line South 0°35'43" West 300.57 feet to the point of beginning.
(Commonly known as Parcel 5 of the record of survey entitled "Marblegate" recorded in Volume 1 of Surveys, pages 16 and 17, under Auditor's File No. 791547.)

Situate in the County of Skagit, State of Washington.