

POOR ORIGINAL

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Skagit County Auditor, WA

When recorded return to:

Law Office of Cole & Gilday P.C.
10101 270th St. NW
Stanwood, WA 98292

DEED OF TRUST

(For use in the State of Washington only)

206197-LT

THIS DEED OF TRUST, made this *27th* day of *June* 2022 between

as GRANTOR(S), ROGER S. RIFFLE and NANCY B. RIFFLE, a married couple
whose address is 22468 Amick Rd., Mount Vernon, WA 98274

and Law Office of Cole & Gilday, P.C.

as TRUSTEE,
whose address is 10101 270th St. NW, Stanwood, WA 98292

and JAMES V. OWENS, an unmarried individual

as BENEFICIARY,
whose address is c/o Judith Ann Leach, 2527 Ritter Dr., Anderson, IN 46012

WITNESSETH: Grantor(s) 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:

The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 2, Township 33 North,
Range 4 East, W.M., less roads.

Situate in the County of Skagit, State of Washington.

Abbreviated Legal: (Required if full legal not inserted above.) PTN SE NE, 2-33-4 E W.M. SKAGIT COUNTY
WASHINGTON

Tax Parcel Number(s): P16201/330402-1-008-0005 & P16202/330402-1-008-0104

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

ONE HUNDRED SIXTY FIVE THOUSAND AND NO/100.....Dollars (\$ 165,000.00)
with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(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 July 1, 2030.

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

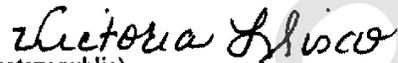
1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all 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

- 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(s), 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.)


 Roger S. Riffle
 
 Nancy B. Riffle

State of Washington
County of Snohomish

JUN 27 2022 Roger S. Riffle and Nancy B. Riffle
This record was acknowledged before me on (date) by (name(s) of individuals).


 (Signature of notary public)
 (Stamp) Victoria L. Sisco

(Title of office) Notary Public
 My commission expires:
 (date) NOV 19 2022

