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01/10/2023 11:21 AM Pages: 1 of 7 Fees: \$210.50  
Skagit County Auditor

Return Address:

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\_\_\_\_\_

Document Title:

Deed of Trust

Reference Number (if applicable): \_\_\_\_\_

Grantor(s):

☐ additional grantor names on page \_\_\_\_.

- 1) Daniel William Symonds
- 2) \_\_\_\_\_

Grantee(s):

☐ additional grantor names on page \_\_\_\_.

- 1) Chicago Title Insurance Co
- 2) Barbara Lee Symonds

Abbreviated Legal Description:

☒ full legal on page(s) 6-7

06/35/05

Assessor Parcel /Tax ID Number:

☒ additional parcel numbers on page 2

P 38531

**After Recording Return To:**

Barbara Lee Symonds  
14300 Trillium Blvd SE, Unit 22  
Mill Creek WA, 98012

Grantor(s) (Borrower): Daniel William Symonds  
Grantee(s) (Lender): Barbara Lee Symonds  
Grantee(s) (Trustee): Chicago Title Insurance Company

**Legal Description (abbreviated):**

- (39.2800 ac) DF-13 AF#201301280203 C/U#4-2002 AF#200207010182 2003 TRANSFER FROM DF-72 AF#778480 SE1/4 NE1/4
- DF-72 AF#778480 NE1/4 SE1/4 EXCEPT THE WEST 48.52 FEET OF THE S1/2 NE1/4 SE1/4
- AC 9.90 S1/2 NE1/4 SE1/4

**Assessor's Property Tax Parcel/Account Numbers:**

P38531 (39.28 acres)  
P38559 (28.36 acres)  
P123042 (9.9 acres).

**DEED OF TRUST**

**THIS DEED OF TRUST**, made this 9th day of January, 2023, between Daniel William Symonds **GRANTOR**, whose address is 24833 Northwood Lane, Sedro Woolley, WA 98284, **CHICAGO TITLE INSURANCE COMPANY**, a corporation, **TRUSTEE**, and Barbara Lee Symonds **BENEFICIARY**, whose address is 14300 Trillium Blvd SE, Unit 22, Mill Creek, WA 98012.

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

SEE LEGAL DESCRIPTIONS ATTACHED HERETO AS **EXHIBIT A** AND  
BY THIS REFERENCE MADE A PART HEREOF.

**which real property is not used principally for agricultural or farming purposes**, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Eight Hundred Sixty-Six Thousand Eight Hundred Ten and No/100's DOLLARS (\$866,810.00) 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 advance or loaned by Beneficiary to Grantor or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

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. \*Grantor seeking and/or obtaining a Conservation Easement on the Property totaling approximately 55 acres shall not trigger this subsection.

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 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. 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 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 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.

**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 such portion thereof 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 the 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 or its authorized agent shall sell the trust property, in accordance with applicable law, 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: (i) to the expense of sale, including a reasonable trustee's fee and attorney's fee; (ii) to the obligations secured by this Deed of Trust; (iii) the surplus, if any, shall be deposited with the clerk of the superior court of the county in which the sale took place to be distributed in accordance with law.

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 is conducted in compliance with all 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 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 or 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 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 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. If the Property or any part thereof is sold, conveyed, leased, transferred, encumbered\*, or full possessory rights therein transferred without the prior written consent of Beneficiary, then Beneficiary may declare the entire remaining principal balance under this Deed of Trust immediately due and payable. This provision shall apply to each and every sale, transfer, conveyance or encumbrance regardless of whether or not Beneficiary has consented or waived its rights, whether by action or nonaction, in connection with any previous sale, transfer, conveyance or encumbrance, whether one or more. \*Grantor seeking and/or obtaining a Conservation Easement on the Property totaling approximately 55 acres shall not trigger this subsection.

10. Grantor shall pay when due all costs, fees and expenses incident to the property which are associated with a homeowner's or condominium owner's association, common area improvement and maintenance, and such similar expenses. Grantor further agrees to comply with all rules, regulations, covenants and restrictions of any homeowner's or condominium owner's association.

BY:

) SS.

[Print Name] Sergio Rodriguez  
NOTARY PUBLIC in and for the State of  
Washington, residing at Mill Creek  
My appointment expires: 9-8-23

**Exhibit A****P38531**Parcel "A"

The Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 6, Township 35 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

A non-exclusive easement for the construction, use, maintenance, repair and reconstruction of a road, together with necessary bridges, culvers, cuts, fills and other appurtenances upon, over and across a strip of land being the North 30 feet of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 6, Township 35 North, Range 5 East, W.M., commencing on the Easterly boundary line of the County road where it crosses the North line of the South  $\frac{1}{2}$  of said Section 6 and proceeding Easterly a distance of 1,600 feet, more or less, to a point which is 800 feet, more or less, East of the boundary line between the East  $\frac{1}{2}$  and the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of said Section 6, all as conveyed to Scott Paper Company by easement recorded August 4, 1964, under Auditor's File No. 654067, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

A non-exclusive easement for ingress, egress and utilities over, under, across and through the following described tract:

The East 30 feet of the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , and the West 30 feet of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 6, Township 35 North, Range 5 East, W.M., as conveyed to Cimarron West, L.L.C. by easement recorded June 19, 2002, under Auditor's File No. 200206190010, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

**P38559**

DF-72 AF#778480 NE $\frac{1}{4}$  SE $\frac{1}{4}$ , SECTION 6, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., EXCEPT THE WEST 48.52 FEET OF THE S $\frac{1}{2}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  AND EXCEPT THE FOLLOWING DESCRIBED PORTION: COMMENCING AT THE NE CORNER, THENCE SOUTH 26-23-54 WEST, 223.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79-47-41 WEST, 681.84 FEET; THENCE SOUTH 31-49-55 WEST, 430.81 FEET; THENCE EAST, 370 FEET; THENCE SOUTH 45-00-00 EAST, 664.68 FEET; THENCE NORTH 920 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT GRANTED BY DANIEL SYMONDS AND BARBARA SYMONDS, A MARITAL COMMUNITY, TO PHYLLIS MOORE, AS SINGLE WOMAN, RECORDED ON 08/29/2019 IN FILE NUMBER 201908290105.

**P123042**

ACREAGE ACCOUNT, ACRES 9.90, DF VIO#2-2005 DATE DUE: 8-11-05 THE NE1/4 SE1/4 EXCEPT THE WEST 48.52 FEET OF THE S1/2 NE1/4 SE1/4 DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER, THENCE SOUTH 26-23-54 WEST, 223.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79-47-41 WEST, 681.84 FEET; THENCE SOUTH 31-49-55 WEST, 430.81 FEET; THENCE EAST, 370 FEET; THENCE SOUTH 45-00-00 EAST, 664.68 FEET; THENCE NORTH 920 FEET TO THE POINT OF BEGINNING