



202311030058

11/03/2023 09:24 AM Pages: 1 of 7 Fees: \$210.50
Skagit County Auditor

When Recorded Please Return To:
LAWRENCE A. PIRKLE
P.O. Box 1788
Mount Vernon, WA 98273
(360) 336-6587

DEED OF TRUST

Grantor: PATRICK D. MOONEY, a married person, as his separate property.
Trustee: LAND TITLE COMPANY
Beneficiary: CHARLEEN M. FORSMAN, a married person, as her separate property.
Assessor's Parcel Number: P32075 (350125-0-089-0003)

THIS DEED OF TRUST, made this 1st day of November, 2023, between PATRICK D. MOONEY, a married person, as his separate property, **GRANTOR**, whose address is 1918 – 41st Street, Anacortes, Washington 98221, LAND TITLE COMPANY, **TRUSTEE**, whose address is 3010 Commercial Avenue, Anacortes, Washington 98211, and CHARLEEN M. FORSMAN, a married person, as her separate property, **BENEFICIARY**, whose address is 1605 – 35th Place, Anacortes, Washington 98221.

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 Number: P32075 (350125-0-089-0003)

Abbreviated Legal Description: Lot 2, City of Anacortes Short Plat Spl-2016-1006, recorded under AF#201711150058, being a portion of the Northeast Quarter of the Southwest Quarter of Section 25, Township 35 North, Range 1 East, W.M.

Situate in the City of Anacortes, County of Skagit, State of Washington.

TOGETHER WITH AND SUBJECT TO: All covenants, conditions, restrictions, reservations, agreements, easements, provisions and assessments of record, if any.

Full Legal Description: Attached hereto as Exhibit "A" and incorporated herein by this reference.

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.

Deed of Trust

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 One Hundred Thirty-Two Thousand One Hundred Ninety-Seven Dollars (\$132,197), 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 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: 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.

PM
Grantors (Initials)

CB
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 encumbrancers 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.


PATRICK D. MOONEY

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that PATRICK D. MOONEY is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged that he signed the same as his free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 1st day of November, 2023.



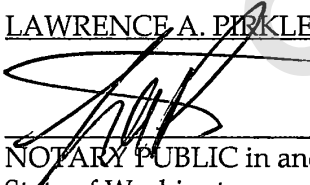
LAWRENCE A. PIRKLE

NOTARY PUBLIC in and for the
State of Washington
Residing at Mount Vernon
My Commission Expires: 5/7/27

EXHIBIT "A"

Assessor's Parcel Number: P32075 (350125-0-089-0003)

PARCEL "C":

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 35 North, Range 1 East, W.M., described as follows:

BEGINNING at a point 25.3 rods North of the Southwest corner of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence North 24.7 rods; thence East 45 rods; thence South 24.7 rods; thence West 45 rods to the POINT OF BEGINNING.

EXCEPT that portion of the above described premises lying East of a line described as follows:

BEGINNING at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 35 North, Range 1 East, W.M.;
thence North 398 feet;
thence West 603 feet;
thence North 427 feet.

Situate in the City of Anacortes, County of Skagit, State of Washington.

PARCEL "D":

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 35 North, Range 1 East, W.M., described as follows:

BEGINNING at a point on the South line of said subdivision, 25 rods East of the Southwest corner thereof;
thence North 25.3 rods;
thence East 30 feet;
thence South 25.3 rods;
thence West 30 feet to the POINT OF BEGINNING.

Situate in the City of Anacortes, County of Skagit, State of Washington.

ACCESS AND UTILITY EASEMENT

1. A 30 foot access and utility easement is hereby conveyed over and upon the following described portion of Lot 2 and also shown on the face of the plat for the benefit of Lot 1:

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 35 North, Range 1 East, W.M., described as follows:

Deed of Trust

BEGINNING at a point on the South line of said subdivision, 25 rods East of the Southwest corner thereof;
thence North 25.3 rods;
thence East 30 feet;
thence South 25.3 rods;
thence West 30 feet to the POINT OF BEGINNING.

Situate in the City of Anacortes, County of Skagit, State of Washington.

TOGETHER WITH AND SUBJECT TO: All covenants, conditions, restrictions, reservations, agreements, easements, provisions and assessments of record, if any.

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 the _____ day of _____, _____.
