

POOR ORIGINAL

202501070021

01/07/2025 11:52 AM Pages: 1 of 9 Fees: \$312.50
Skagit County Auditor, WA

WHEN RECORDED MAIL TO:

Mission Development Certificate Program
Attn: Dean Mielke
P. O. Box 423
Seahurst, Washington 98062-0423

GNW 24-22254

DEED OF TRUST

Grantor:	Westminster Presbyterian Church (U.S.A.), Anacortes, a Washington nonprofit corporation
Grantee:	Mission Development Certificate Program, a Washington nonprofit corporation
Grantee: Trustee	First American Title Insurance Company
Abbreviated Legal Description:	Lots 14-20, Block 99, MAP OF THE CITY OF ANACORTES
Assessor's Tax Parcel ID #:	P55625/3772-099-020-0008 P55624/3772-099-014-0006

DEED OF TRUST

THIS DEED OF TRUST ("**Deed of Trust**"), dated December 30, 2024, is made by WESTMINSTER PRESBYTERIAN CHURCH (U.S.A.), ANACORTES, a Washington nonprofit corporation ("**Grantor**"), whose address is 1300 9th Street, Anacortes, WA 98, the owner of the property described in the attached **Exhibit "A"** (the "**Property**"), to First American Title Insurance Company ("**Trustee**"), whose address is 1 First American Way, Santa Ana, CA 92707, in favor of Mission Development Certificate Program, a Washington nonprofit corporation ("**Beneficiary**"), whose address is P. O. Box 423, Seahurst, WA 98062-0423.

WITNESSETH: Grantor hereby grants, conveys, transfers and assigns to Trustee, its successors and assigns, in trust, with power of sale and right of entry and possession as provided herein, the following described real property in Skagit County, Washington:

[See attached Exhibit A]

which Property is not used principally for agricultural purposes, together with all the tenements and appurtenances now or hereafter belonging or in any way appertaining thereto.

This Deed of Trust is for the purpose of securing performance of each and every agreement of Grantor contained in this Deed of Trust and payment of the sum of FOUR HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$443,500.00) with interest, in accordance with the terms of a promissory note dated the same day as this Deed of Trust (the "**Note**"), 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, or any of Grantor's successors or assigns, together with interest thereon at the rate agreed upon.

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

1. To pay all indebtedness under the Note (including any additional financing Beneficiary may or may not extend to Grantor during the life of the Note) and to perform any and all other obligations under the Note or related to the Note or the sums advanced or loaned by Beneficiary to Grantor and secured by this Deed of Trust.
2. To pay when due all real property taxes related to the Property and all other fees, lawful claims, impositions, and assessments which are or may become a lien on all or any portion of or interest in the Property or which are assessed against the Property.
3. To keep the Property in good condition and repair (except normal wear and tear), to permit no waste of the Property or take any actions that might invalidate any insurance carried 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. No improvements may be removed, demolished or materially altered without the prior written consent of Beneficiary.
4. 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, but in an amount standard for the area in which the Property is located. All policies shall be held by the

Beneficiary, 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 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 in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

5. All insurance proceeds on the Property and all causes of action, claims, compensation, awards and recoveries for any damage, condemnation or taking of all or any part of the Property or for any damage or injury to it or for any loss or diminution in value of the Property, are hereby assigned to and shall be paid to Beneficiary to the extent of Grantor's obligations. At Beneficiary's option, Beneficiary may appear in and prosecute (either in its own name or in the name of Grantor) or participate in any suits or proceedings relating to any such proceeds, causes of actions, claims, compensation, awards or recoveries and may adjust, compromise or settle any claim in connection therewith. Beneficiary shall apply any sums received by it under this section first to the payment of all of its reasonable costs and expenses (including but not limited to legal fees and disbursements) incurred in obtaining those sums, and then to the repair, reconstruction, preservation, or improvement of the Property to the maximum extent practical, unless, in its reasonable discretion, it determines that such action would continue to leave it substantially undersecured, in which case it may apply such proceeds to the payment of the indebtedness and obligations secured by this Deed of Trust.

6. To construct, keep, and maintain the Property in compliance with any and all laws relating to the public safety and condition of the environment, including but not limited to the Environmental Laws (as defined below). Grantor covenants that, so long as Grantor owns any interest in the Property, Grantor and Grantor's agents, contractors, authorized representatives, and employees shall not engage in any of the following prohibited activities, and Grantor shall use diligent efforts to assure that Grantor's invitees shall not (a) cause or permit any release or discharge of Hazardous Substances (as defined below) on the Property other than in full compliance with all Environmental Laws; (b) cause or permit any manufacturing, storage, holding, handling, usage, placement, transporting, spilling, leaking, discharging, or dumping of Hazardous Substances in or on any of the Property other than in full compliance with all Environmental Laws; or (c) suffer or permit any other act upon or concerning the Property that would result in any violation of any Environmental Law or require any alterations or improvements to be made on the Property under any Environmental Law. As used herein, the term "Hazardous Substances" shall mean any substance or material now defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state or local law, regulation, or ordinance ("Environmental Law") governing any substance that could cause actual or suspected harm to human health or the environment. The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

7. 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 attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

8. To indemnify Trustee and Beneficiary, their respective officers, directors, employees, and agents from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other expenses which either may suffer or incur (a) in performing any act required or permitted under this Deed of

Trust, the Note or related agreement; (b) as a result of any failure of Grantor to perform Grantor's obligations; or (c) by reason of any alleged obligation or undertaking on Beneficiary's part to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Property. Grantor shall pay all indebtedness arising under this section immediately upon demand by Trustee or Beneficiary together with interest thereon from the date the indebtedness arises at the default interest rate set forth in the Note. Grantor's duty to indemnify Trustee and Beneficiary shall survive the reconveyance or any partial reconveyance of this Deed of Trust.

9. To pay all of Beneficiary's and Trustee's expenses incurred in connection with this Deed of Trust, including any efforts to enforce any terms of this Deed of Trust, whether or not any lawsuit is filed, including but not limited to legal fees and disbursements, foreclosure costs, escrow fees, filing fees, recording fees, and title charges; provided, however, if Grantor is the prevailing party in defense of the Beneficiary's and Trustee's efforts, Beneficiary and Trustee shall pay Grantor's expenses.

10. **DUE ON SALE:** The Property may not be sold, encumbered, assigned, contracted to sell, leased or otherwise transferred or conveyed or any portion thereof or interest therein without the prior written consent of Beneficiary. Upon breach of this provision, Beneficiary may declare all sums due under the Note secured by this Deed of Trust immediately due and payable, unless prohibited by applicable law.

ES. DF.
Grantor (Initials)

IT IS MUTUALLY AGREED THAT:

11. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the amount of the award or such portion as may be necessary to fully satisfy the obligations secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

12. 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 pay.

13. 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.

14. Upon default by Grantor of the terms of the Note or 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, or if any action or proceedings of any kind (including but not limited to any bankruptcy, insolvency, reorganization or other debtor relief proceeding) is commenced which might affect Beneficiary's or Trustee's interest in the Property or Beneficiary's right to enforce its security, 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 may sell the Property, in accordance with the Deed of Trust Act of the State of

Washington, at public auction to the highest bidder. If the Property is sold at public auction, 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 attorneys' fee; (2) to the obligations secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

15. 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 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 encumbrances for value.

16. 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 and may exercise any other right or remedy available under law or equity. Beneficiary may (but shall not be obligated to) cure any breach or default of Grantor without releasing Grantor from any obligation imposed by this Deed of Trust or the related Note and, if it chooses to do, take any action it considers necessary and appropriate to protect its interest in the Property. To the fullest extent permitted by law, all rights and remedies shall be cumulative and the exercise of any one or more of them shall not constitute an election of remedies.

17. 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 the Property is located, 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.

18. If this Deed of Trust is foreclosed as a mortgage and the Property is sold at a foreclosure sale, the purchaser may, during any redemption period allowed, make such repairs or alterations of the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring thereof. Any sums so paid, together with interest thereon from the time of such expenditure at the lesser of the default rate under the Note, or the maximum rate permitted by law, shall be added to and become part of the amount required to be paid for redemption from such sale.

19. Miscellaneous Provisions.

(a) Notice. Except as otherwise required or permitted by applicable law, all notices given under this Deed of Trust shall be in writing and will be deemed given: (i) upon personal delivery; (ii) three days after deposited in the mail if sent via certified or registered first class mail; or (iii) at the time proof of delivery is received by the party giving the notice if sent via facsimile. Notice shall be sent to Beneficiary at its address appearing at the beginning of this Deed of Trust and sent to Grantor at its address appearing below its signature, either of which address may be changed by written notice given pursuant to this section.

(b) **Severability.** The invalidity or unenforceability of any one or more provisions of this Deed of Trust will in no way affect any other provision or application.

(c) **Merger.** No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

(d) **Waiver.** Neither the acceptance of any partial or delinquent payment or performance nor the failure to exercise any rights upon a default shall be a waiver of Grantor's obligations hereunder. Beneficiary's consent to any act or omission by Grantor will not be a consent to any other or subsequent act or omission or a waiver of the need for such consent in any future or other instance. No waiver of Beneficiary's rights or remedies in one or more instances shall establish a course of dealing or other agreement that will bind Beneficiary or prohibit Beneficiary from exercising any of its rights under this Deed of Trust.

(g) **Further Assurances.** Grantor agrees to take such actions and execute such documents as are reasonably necessary to carry out the intent of this Deed of Trust.

(h) **Joint and Several Liability.** If Grantor consists of more than one person or entity, each shall be jointly and severally liable to perform the obligations of Grantor.

(i) **Successors and Assigns.** Subject to the restrictions on transfer contained in this Deed of Trust, the terms of this Deed of Trust shall bind and benefit heirs, legal representatives, successors and assigns of Grantor and Beneficiary and the successors in trust of Trustee.

(j) **Amendments.** This Deed of Trust cannot be waived, changed, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

(k) **Governing Law.** This Deed of Trust and all rights and obligations hereunder shall be governed by and interpreted according to the laws of the state of Washington, in the county in which the Property is located.

(l) **Time of the Essence.** Time is of the essence as to all obligations under this Deed of Trust.

[Signature page follows]

EXHIBIT A

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

Lots 14 to 20, inclusive, Block 99. MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON, according to the plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington.

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: _____

MISSION DEVELOPMENT CERTIFICATE
PROGRAM, a Washington nonprofit
corporation

By: _____
Name: _____
Title: _____