



202508140036

08/14/2025 11:04 AM Pages: 1 of 10 Fees: \$313.50  
Skagit County Auditor

After Recording Return To:

Allegheny Casualty Company  
PO Box 5600  
Thousand Oaks, CA 91359

DEED OF TRUST

Reference Number: \_\_\_\_\_

Grantor: Janice Shelby Phoenix, Rhonda Leah Wiessner

Beneficiary: Allegheny Casualty Company

Trustee: First American Title Insurance

Abbreviated Legal Description: (0.4700 ac) LOT 5, EXCEPT THE SOUTH 91.8 FEET THEREOF, AND A

Tax Parcel Number: P52470 Bl 1 Chenoweth Add

I. DEFINITIONS

A. "Security Instrument" means this document, which is dated 08/11/2025.

B. "Grantor" means Janice Shelby Phoenix, Rhonda Leah Wiessner.

C. "Beneficiary" means Allegheny Casualty Company, a Pennsylvania corporation. Beneficiary is a corporation organized and existing under the laws of Pennsylvania, including all of its successors and assigns. Beneficiary's address is PO Box 5600, Thousand Oaks, CA 91359.

D. "Trustee" means First American Title Insurance, whose mailing address is 12209 East Mission Ave., Suite 3, WA 99206.

E. "Obligations" means any and all of the monies and sums due to Beneficiary, including all liability, demands, debts (including promissory notes), damages, judgments, losses, interest, premiums, expenses, expenditures, attorneys' fees and costs suffered, sustained, made or incurred by Beneficiary on account of, arising out of, or resulting from that certain Bail Bond executed and issued by Beneficiary and described as follows:

1. On behalf of Jason Clifford Wiessner

2. In the matter of \_\_\_\_\_ v.

Jason Clifford Wiessner

3. In the Court known as King County Superior Court - Seattle Division

Case Number 25-1-02966-9 SEA

4. Identified by bail bond power number AS50K160839 in the amount of

Fifty Thousand dollars\*\*\*\*\* dollars (\$ 50,000.00 )

("Bail Bond").



including any and all debt or other obligations arising out of or evidenced by the Indemnity Agreement of even date hereof between Beneficiary and Grantor on account of, arising out of, or resulting from the Bail Bond, plus interest, prepayment charges and/or late charges due under thereunder, and all sums due under this Security Instrument.

F. **"Property"** means the real property and improvements thereon that is described below under the heading "Transfer of Rights in the Property."

G. **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions in and of Washington State.

H. **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Grantor or the Property by a condominium association, homeowners association or similar organization.

I. **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverage described in Part III.C below or condemnation proceeds described in Part III.H below) for: (i) damage to, or destruction of, the Property; or (ii) misrepresentations of, or omissions as to, the value and/or condition of the Property.

J. **"Successor in Interest of Grantor"** means any party that has taken title to the Property, whether or not that party has assumed Grantor's obligations under the Obligations and/or this Security Instrument.

## **II. TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures the payment to Beneficiary all of the monies and sums due on account of, arising out of, relating to, or resulting from the Obligations. For this purpose, Grantor irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, all of Grantor's right, title, and interest in and to the following described real property, located in the County of Skagit, State of Washington ("**the Property**"):

See EXHIBIT A, which is attached hereto and made a part of this Security Instrument as if fully set forth herein

which currently has the address of: 1010 N. 16th St., Mount Vernon, WA 98273

and which real property is not used principally for agricultural or farming purposes, to have and to hold the Property unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument.

## **III. COVENANTS**

Grantor and Beneficiary covenant and agree as follows:

A. **Certificate of Loss.** A Certificate signed by the Beneficiary at any time hereafter stating: (1) the Bail Bond secured hereby has been declared forfeited; (2) any premium due under any such Bail Bond has not been paid after demand therefore has been made; (3) loss, damage, expenditure (including reasonable attorneys fees and costs) or liability has been sustained by the Beneficiary, or its agent, on account of or arising out of the (a) Bail Bond, (b) Indemnity Agreement and/or (c) Obligations including the date(s) and amount(s) thereof such loss, damage, expenditure or liability; (4) payment has been demanded of the party or parties on whose behalf the Bail Bond was or is about to be executed; and/or (5) such loss, damages, expenditures (including said reasonable attorney's fees and costs) or liability has not been paid to the Beneficiary ("Certificate"), shall be conclusive and binding on the Grantor and shall constitute a default under this Security Instrument.

**B. Good Condition and Repair.** Grantor shall keep the Property in good condition and repair and agrees to not remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property; to commit or permit no waste thereof; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general. Beneficiary or its agent may enter and inspect the Property at any reasonable time and upon reasonable notice.

**C. Insurance.**

1. Grantor shall provide, maintain, and upon request, deliver to Beneficiary fire and casualty insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Beneficiary, together with such other hazard and liability insurance as Beneficiary may reasonably require. Policies shall be written in form, amounts, and coverages reasonably acceptable to Beneficiary and issued by a company or companies reasonably acceptable to and with loss payable to Beneficiary.

2. Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and Beneficiary's security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Security Instrument, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or do not answer within 30 days Beneficiary's notice to Grantor that the insurer has offered to settle a claim, then Beneficiary may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when notice is given. Any application of proceeds to principal shall not require Beneficiary to extend or postpone the due date of monthly payments or change the amount of monthly payments. If Beneficiary acquires the Property at a forced sale following Grantor's default, Grantor's right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

3. Grantor shall not permit any condition to exist on the Property, which would, in any way, invalidate the insurance coverage on the Property.

**D. Defend Title / Property.**

1. Grantor covenants that Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances, except for encumbrances of record, and that Grantor has the full right, power, and authority to convey the Property, and that the Property is unencumbered, except for encumbrances of record. Grantor warrants and will defend, indemnify and hold Beneficiary and/or Trustee harmless from all claims, actions, causes of action, liability, damages, and/or costs (including attorneys' fees and costs) arising out of the title to the Property, subject to any encumbrances of record as of the date of this Security Instrument.

2. Grantor shall appear, defend, indemnify and hold Beneficiary and/or Trustee harmless in any third party action or proceeding purporting to affect the Property or the rights or powers of Beneficiary or Trustee hereunder, and to pay all costs and expenses, including reasonable attorneys' fees and costs, and the cost of title insurance, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Security Instrument.

3. If this Security Instrument is on a leasehold, Grantor shall comply with all the provisions of the lease. If Grantor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Beneficiary agrees to the merger in writing.

**E. Prior Deeds of Trusts; Charges; Liens.** Grantor shall perform all of Grantor's obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Security Instrument. Grantor shall pay: (1) at least ten (10) days before delinquency, all taxes, assessments, charges, fines, impositions, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any, attributable to the Property, including assessments on appurtenant

stock; (2) when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and (3) all costs, fees and expenses of this Security Instrument. Upon request, Grantor shall promptly furnish to Beneficiary all notices of amounts to be paid under this paragraph and receipts evidencing any such payments Grantor makes directly.

**F. Payments.** Grantor shall pay when due all debt evidenced by the Obligations. Payments shall be made in U.S. currency. If Grantor has breached any covenant, obligation or agreement in this Security Instrument and/or any Obligations, and Beneficiary has accelerated the obligations of Grantor hereunder, then Beneficiary may accept any payment or partial payment insufficient to bring the Obligations current without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Beneficiary is not obligated to apply such payments at the time such payments are accepted. No offset or claim which Grantor might have now or in the future against Beneficiary shall relieve Grantor from making payments due under the Obligations and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**G. Protection of Beneficiary's Interests.**

1. If (a) Grantor fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Beneficiary's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument, or to enforce laws or regulations), or (c) Grantor has abandoned the Property, then Beneficiary may, without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, do and pay for whatever is reasonable or appropriate to protect Beneficiary's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Beneficiary's actions may include, but are not limited to: (a) paying, purchasing, contesting or compromising any encumbrance, charge or lien, which in the judgment of Beneficiary appears to be prior or superior to this Security Instrument; (b) appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary in court; and (c) paying reasonable attorneys' fees and costs to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Beneficiary may take such actions under this Security Instrument, Beneficiary has no duty or obligation to do so. It is agreed that Beneficiary incurs no liability for not taking any or all actions authorized hereunder.

2. Grantor shall pay immediately and without demand all sums so expended by Beneficiary, with interest at twelve percent (12%) or the maximum amount permitted by Applicable Law from the date of the expenditure until paid.

**H. Condemnation.** The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to Beneficiary. If the Property is abandoned, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Beneficiary within 30 days after the date notice is given, Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due. Unless Beneficiary and Grantor otherwise agree in writing, any application of proceeds to amounts due under this Security Instrument shall not extend or postpone the due date of any payments then due and payable or change the amount of such payments.

**I. Assignment of Miscellaneous Proceeds; Forfeiture.**

1. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Beneficiary. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and Beneficiary's security would not be lessened. During such repair and restoration period, Beneficiary shall have the right to hold such Miscellaneous Proceeds until

Beneficiary has had an opportunity to inspect such Property to ensure the work has been completed to Beneficiary's satisfaction, provided that such inspection shall be undertaken promptly. Beneficiary may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Beneficiary shall not be required to pay Grantor any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Grantor.

2. If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Grantor fails to respond to Beneficiary within 30 days after the date the notice is given, Beneficiary is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Grantor Miscellaneous Proceeds or the party against whom Grantor has a right of action in regard to Miscellaneous Proceeds.

3. Grantor shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Beneficiary's judgment, could result in forfeiture of the Property or other material impairment of Beneficiary's interest in the Property or rights under this Security Instrument. Grantor can cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Beneficiary's judgment, precludes forfeiture of the Property or other material impairment of Beneficiary's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Beneficiary's interest in the Property are hereby assigned and shall be paid to Beneficiary.

**J. Grantor Not Released; Forbearance by Beneficiary Not a Waiver.** Extension of the time for payment of sums secured by this Security Instrument granted by Beneficiary to Grantor or any Successor in Interest of Grantor shall not operate to release the liability of Grantor or any Successors in Interest of Grantor. Beneficiary shall not be required to commence proceedings against any Successor in Interest of Grantor or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Grantor or any Successors in Interest of Grantor. Any forbearance by Beneficiary in exercising any right or remedy including, without limitation, Beneficiary's acceptance of payments from third persons, entities or Successors in Interest of Grantor or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**K. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Grantor covenants and agrees that Grantor's Obligations shall be joint and several. However, any person who co-signs this Security Instrument but does not execute the Obligations: (i) is co-signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument; (ii) may not be personally obligated to pay the Obligations secured by this Security Instrument; and (iii) agrees that Beneficiary and any other Grantor can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Obligations without the person's consent. Any Successor in Interest of Grantor who assumes Grantor's obligations under this Security Instrument in writing, and is approved by Beneficiary in writing, shall obtain and assume all of Grantor's obligations, duties, rights and benefits under this Security Instrument. Grantor shall not be released from Grantor's obligations and liability under this Security Instrument or the Obligations unless Beneficiary agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and inure to the benefit of the successors and assigns of Beneficiary and Grantor.

**L. Notices.** Subject to applicable law, all notices given by Grantor, Beneficiary, or Trustee in connection with this Security Instrument must be in writing. Any notice to Grantor in connection with this Security Instrument shall be deemed to have been given to Grantor when mailed by first class mail or when actually delivered to Grantor's notice address if sent by other means. Notwithstanding the foregoing, any notice of default shall be transmitted by Beneficiary or Trustee to Grantor at Grantor's notice address by both first class and either registered or certified mail, return receipt requested, and Beneficiary or Trustee shall cause a copy of the notice to be posted in a conspicuous place on the Property or personally served on Grantor. Notice

to any one Grantor shall constitute notice to all Grantors unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Grantor has designated a substitute notice address by notice to Beneficiary. Grantor shall promptly notify Beneficiary of Grantor's change of address. If Beneficiary specifies a procedure for reporting Grantor's change of address, then Grantor shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Beneficiary shall be given by delivering it or by mailing it by first class mail to Beneficiary's address stated herein unless Beneficiary has designated another address by notice to Grantor. Any notice in connection with this Security Instrument shall not be deemed to have been given to Beneficiary until actually received by Beneficiary. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**M. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by the law of the State of Washington. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. In the event that any provision or clause of this Security Instrument or the Obligations conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Obligations, which can be given effect without the conflicting provision. As used in this Security Instrument: (i) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (ii) words in the singular shall mean and include the plural and vice versa; and (iii) the word "may" gives sole discretion without any obligation to take any action.

**N. Transfer of the Property.** If all or any part of the Property or any interest in the Property is sold or transferred (or if Grantor is not a natural person and a beneficial interest in Grantor is sold or transferred) without Beneficiary's prior written consent, Beneficiary may declare Grantor to be in default under this Security Instrument. However, this option shall not be exercised by Beneficiary if such exercise is prohibited by Applicable Law.

**O. Hazardous Substances.**

1. As used in this Section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the State of Washington that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

2. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

3. Grantor shall promptly give Beneficiary written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory authority or private party involving the Property and any Hazardous Substance or Environmental Law of which Grantor has actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Grantor learns, or is notified by any governmental or regulatory authority or private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Beneficiary for an Environmental Cleanup.

**P. Events of Default.** Grantor will be in default under this Security Instrument if: (a) Beneficiary issues a Certificate under Part III.A of this Security Instrument; (b) Grantor fails to make any payment when due under the Obligations; (c) Grantor fails to comply with any term, obligation, covenant or condition contained in this Security Instrument, the Indemnity Agreement, or any related documents; or (d) Grantor fails within the time required under this Security Instrument to make any payment for taxes or insurance, or any other payment necessary to prevent the filing of or to effect discharge of any lien.

**Q. Right to Cure Default.**

1. Should Beneficiary elect to exercise its right to foreclose by notice and sale, Beneficiary shall give written notice of default to Grantor at least 30 days prior to recording a notice of sale. The notice of default shall contain the following information: (a) a description of the Property; (b) a statement identifying each county in which this Security Instrument is recorded and the recording numbers; (c) a statement that Beneficiary has declared Grantor to be in default, and a concise statement of the default alleged; (d) an itemized account of the amount or amounts in arrears if the default alleged is failure to make payments; (e) an itemized account of all other specific charges, costs, or fees that Grantor is or may be obliged to pay to reinstate this Security Instrument before the recording of the notice of sale; (f) a statement showing the total of (d) and (e) of this subsection, designated as the amount necessary to reinstate this Security Instrument before the recording of the notice of sale; (g) a statement that failure to cure the alleged default within thirty days of the date of mailing of the notice, or if personally served, within thirty days of the date of personal service thereof, may lead to recordation, transmittal, and publication of a notice of sale, and that the Property may be sold at public auction at a date no less than 120 days in the future; (h) a statement that the effect of the recordation, transmittal, and publication of a notice of sale will be to (i) increase the costs and fees and (ii) publicize the default and advertise the Property for sale; (i) a statement that the effect of the sale of the Property by Trustee will be to deprive Grantor of all of Grantor's interest in the Property; (j) a statement that Grantor has recourse to the courts pursuant to RCW 61.24.130 to contest the alleged default on any proper ground; (k) in the event the Property is owner-occupied residential real property, a statement required by RCW 61.24.030; and (l) in the event the Property is residential real property, the name and address of the owner of any obligations secured by this Security Instrument and the name, address, and telephone number of a party acting as a servicer of the obligations secured by this Security Instrument.

2. Subject to the conditions set forth below, Grantor may have the right to have enforcement of this Security Instrument discontinued at any time prior to the time period as Applicable Law might specify for the termination of Grantor's right to reinstate. Those conditions include but are not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Beneficiary's interest in the Property and rights under this Security Instrument; and (d) taking such action as Beneficiary may reasonably require to assure that Beneficiary's interest in the Property and rights under this Security Instrument, and Grantor's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Beneficiary may require that Grantor pay such reinstatement sums and expenses in one or more of the following forms, as selected by Beneficiary: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Grantor, this Security Instrument and Obligations secured hereby shall remain fully effective.

**R. Rights and Remedies on Default.**

1. If an event of default occurs under this Security Instrument and the default is not timely cured, Beneficiary may exercise any one or more of the following rights and remedies: (a) Beneficiary, at its option, may require immediate payment in full of all sums secured by this Security Instrument; (b) Beneficiary may invoke the power of sale and its right to foreclose upon the Property by notice and sale; (c) Beneficiary and Trustee shall have any other right or remedy provided in this Security Instrument, the Indemnity Agreement, and as otherwise permitted by Applicable Law; and (d) Beneficiary and Trustee shall be entitled to recover all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence. All of Beneficiary's rights and remedies will be cumulative and may be exercised alone or together. An election by Beneficiary to choose any one remedy will not bar Beneficiary from using any other remedy.

2. If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of the occurrence of an event of default and of Beneficiary's election to cause the Property to be sold. Trustee and Beneficiary shall take such action regarding notice of sale and shall give such notices to Grantor and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Beneficiary or its designee may purchase the Property at any sale.

3. Trustee shall deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

**S. Reconveyance.** Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Security Instrument and Obligations to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

**T. Substitute Trustee.** Beneficiary may, from time to time, by instrument in writing, appoint a successor trustee to any Trustee named herein. Such instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee, who shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law.

**U. Additional Security; Rents.** As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuances of this Security Instrument, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the Obligations hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees and costs, upon the Obligations, and in such order as Beneficiary may determine. The entering upon and taking possession of said Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**



**“LEGAL DESCRIPTION”**

**LOT 5, EXCEPT THE SOUTH 91.8 FEET THEREOF,  
AND ALL OF LOT 4, BLOCK 1, CHENOWETH  
ADDITION TO MOUNT VERNON, ACCORDING TO  
THE PLAT THEREOF RECORDED IN VOLUME 6 OF  
PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY,  
WASHINGTON.**

**SITUATED IN SKAGIT COUNTY, WASHINGTON.**