UNOFFICIAL DOCUMENT

201208080066
Skagit County Auditor
8/8/2012 Page 1 of 3 1:23PM

WHEN RECORDED RETURN TO:
School Employees Credit Union of Washington
325 Eastlake Avenue East
Seattle, WA 98109-5466

CHICAGO TITLE

Tax Parcel No: P103396
Title Order No: 620016416
Reference No: 36.169802.A800984

DEED OF TRUST

THIS DEED OF TRUST, made this 2nd day of August , 2012 , between
GRANTOR(S) Rebecca C Adams and Greg Adams, wife and husband

8355 STILES LANE
SEDRO WOOLLEY, WA 98284
TRUSTEE(S) TRUSTEE SERVICES, INC
PO BOX 2980 SILVERDALE WA 98383

and **School Employees Credit Union of Washington**, Beneficiary, whose address is:
325 Eastlake Avenue East, Seattle WA 98109-5466.
Witnesseth: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

ABBREVIATED LEGAL DESCRIPTION:
Ptn. SW NE 14-35-04E W.M. Tax Account No.: P103396,
350414-1-007-0600, P103601 and 350414-1-007-0700

See Attached

which real property is not used principally for agriculture 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 is for the purpose of securing performance of each agreement of the Grantor herein contained, and payment of the sum of Thirty Five Thousand Dollars Dollars ($ 35,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced 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 conveys 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, regulation, 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 building 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 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 proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the 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 such 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 Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto. Grantor agrees to pay all other fees and charges related to releasing the security upon full payment including any recording costs and reconveyance fees for preparing documents in connection with the release of security.
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 Trustee's authorized agent shall sell the trust property, in accordance with the Deed of Trust Act of the state of Washington (as amended) at public auctioned 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; (3) the surplus, if any, shall be distributed to the persons entitled thereto or shall be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which the sale takes place.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchase 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 was conducted in compliance and conclusive evidence thereof in favor of bonafide purchasers and encumbrancers for value.
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 death, incapacity, 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. Grantor shall not sell, or transfer its interest in the Real Property or any interest or part thereof, without the Lender's prior written consent. A sale, assignment, or transfer means the conveyance of real property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of real property interest. Transfer also includes any change in ownership of more than fifty percent (50%) of the interests of Grantor. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Washington law.
9. This Deed of Trust applied to, insures 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 names as Beneficiary herein.

(X) Rebecca C. Adams

(X) Gregory L Adams

PLACE NOTARY SEAL BELOW THIS LINE

BRIAN L. STILES
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES AUGUST 31, 2013

STATE OF WASHINGTON
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Rebecca C. Adams and Gregory L. Adams is (are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated August 6, 2012

Notary Public Brian L. Stiles
My appointment expires 8/31/2013
Sedro-Woolley, WA

UNOFFICIAL DOCUMENT

SCHEDULE A
(continued)

5. The land referred to in this Commitment is described as follows:

For APN/Parcel ID(s): P103396, 350414-1-007-0600, P103601 and 350414-1-007-0700

That portion of the Southwest quarter of the Northeast quarter of Section 14, Township 35 North, Range 4 East, W.M., lying Northerly of the Northern Pacific Railroad right-of-way, described as follows:

Commencing at the Southeast corner of said Southwest quarter of the Northeast quarter; thence North 01°28'07" West (equals North 03°05'30" West in previous legal descriptions) along the East line of said Southwest quarter of the Northeast quarter, a distance of 388.63 feet to the Northerly margin of the Northern Pacific Railroad right-of-way; thence North 86°10'07" West (equals North 87°47'30" West in previous legal descriptions) along said Northerly margin a distance of 411.07 feet to a point that bears South 01°28'07" East (equals South 03°05'30" East in previous legal descriptions) from the Southwest corner of that certain tract conveyed to Gilbert E. Arthur and Shirley E. Arthur, husband and wife, by deed recorded November 9, 1954, under Auditor's File No. 508980; thence North 01°28'07" West parallel with said East line of the Southwest quarter of the Northeast quarter, a distance of 345.20 feet to an existing fence line and the POINT OF BEGINNING of this description; thence North 70°54'51" West along said fence line, a distance of 421.69 feet to a fence corner; thence South 12°24'58" East, a distance of 67.00 feet; thence South 20'55"33" East, a distance of 32.42 feet; thence South 37°10'57" East, a distance of 374.55 feet; thence South 57°03'28" East, a distance of 37.61 feet to a point that is 60 feet North of the Northerly margin of the Northern Pacific Railroad right-of-way when measured at right angles thereto; thence South 86°10'07" East parallel with said Northerly margin, a distance of 122.18 feet to a point which bears South 01°28'07" East from the point of beginning; thence North 01°28'07" East a distance of 284.94 feet to the point of beginning.

Except the East 30 feet thereof.

Situate in Skagit County, Washington

END OF SCHEDULE A

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Skagit County Auditor
8/8/2012 Page 3 of 3 1:23PM