



201003010115
Skagit County Auditor

WHEN RECORDED RETURN TO:

CHESTER T. LACKEY
BELCHER SWANSON LAW FIRM, P.L.L.C.
900 DUPONT STREET
BELLINGHAM, WA 98225

Document Title:	Deed of Trust	GUARDIAN NORTHWEST TITLE CO.
Grantor:	Laventure Property, LLC, a Washington limited liability company	
Grantee:	3220 Oakes, L.L.C., a Washington limited liability company	44042-2
Trustee:	Guardian Northwest Title Company	
Legal Description:	Ptn Tract 4 "Sedro Acreage" (aka Parcel "B" Survey AF# 200704170179)	
Assessor's Tax Parcel ID#:	P76926	

DEED OF TRUST

THIS DEED OF TRUST, made this 23 day of February, 2010, between Laventure Property, LLC, a Washington limited liability company, GRANTOR, whose address is P. O. Box 1648, Mount Vernon, Washington 98273, Guardian Northwest Title Company, TRUSTEE, whose address is 1301-B Riverside Drive, Mount Vernon, Washington 98273, and 3220 Oakes, L.L.C., a Washington limited liability company, BENEFICIARY, whose address is P. O. Box 187, Anacortes, Washington 98221.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described property in ~~Whatcom~~ ^{Skagit} County Washington:

The South 66.70 feet of the North 86.70 feet of the West 41.50 feet of the East 212 feet of Tract 4 "SEDRO ACREAGE", as per plat recorded in Volume 3 of Plats, page 35, records of Skagit County, Washington. Also known as Parcel "C" of Survey recorded under Auditor's File No. 200704170179.

TOGETHER WITH an easement for utilities over, under and through the East 30 feet of the West 71.50 feet of the South 10 feet of the North 30 feet of the East 212 feet of said Tract 4.

ALSO TOGETHER WITH a non-exclusive easement for ingress, egress and vehicular turnaround as described in easement recorded March 9, 2007, under Auditor's File No. 200703090002.

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and 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 Fifty Eight Thousand Five Hundred Dollars (\$58,500.00) 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 as 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.
3. To keep all buildings now or hereafter erected on the property described herein and any personal 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. 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 of 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 the 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 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 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, and/or upon the sale or transfer of any portion of or beneficial interest in the property identified above, 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 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 expenses of the sale, including reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of trust; (3) to the surplus, if any, shall be distributed to the persons entitled thereto.

5. Upon default by Grantor in the payment of any indebtedness secured hereby, or in the performance of any agreement contained herein, without notice and without giving bond, the Beneficiary may apply ex parte for appointment of a receiver in accordance with statutes and laws made and provided for, and such receiver shall have, in addition, all rights and powers customarily given to and exercised by such receivers. A court is authorized to appoint a receiver to prevent waste; preserve Governmental permits and approvals and otherwise take actions necessary to preserve Beneficiary's collateral. Any costs or expenses incurred in the establishment of the receivership, or in pursuit of receiver's duties, it shall be added to the principal balance owed to the Beneficiary under the Loan Agreement and Note.

6. Grantor hereby absolutely and irrevocably assigns to Beneficiary all Grantor's interest in the rents and leases from the property. This assignment shall be subject to the terms and conditions of any separate assignment of leases and/or rents, whenever executed, in favor of Beneficiary and covering the property. Unless otherwise provided in any separate assignment of leases and/or rents, and so long as Grantor is not in default under the Promissory Note and Deed of Trust, Grantor may collect the rents as they become due. Grantor shall use the rents to pay normal operating expenses for the property and sums due and payments required under the Promissory Note and Deed of Trust. Without Beneficiary's express prior written consent, which shall not be withheld unreasonably, no rents shall be collected more than ninety (90) days in advance of the due date. Grantor warrants that it has made no prior assignment of the rents or leases and will make no subsequent assignment without the prior written consent of Beneficiary. Grantor's right to collect the rents shall not constitute Beneficiary's consent to the use of cash collateral in any bankruptcy proceeding.

7. If Grantor is in default under the Promissory Note and Deed of Trust, without notice to Grantor, Beneficiary or its agents, or a court appointed receiver, may collect the rents. In doing so, Beneficiary may:

- a. evict lessees for nonpayment of rent;
- b. terminate in any lawful manner any tenancy or occupancy;
- c. lease the property in the name of the then owner on such terms as it may deem best, and;
- d. institute proceedings against any lessee for past due rent.

8. The rents received shall be applied to payment of the costs and expenses of collecting the rents, operating expenses for the property and any sums due or payments required under the Promissory Note and Deed of Trust, in such order as Beneficiary may determine. Any excess shall be paid to Grantor, however, Beneficiary may withhold from any excess a reasonable amount to pay sums anticipated to become due which exceed the anticipated future rents. Beneficiary's failure to collect or discontinuing collection at any time shall not in any manner affect the subsequent enforcement by Beneficiary of its rights to collect the rents. The collection of the rents shall not cure or waive any default under the Promissory Note and Deed of Trust. Beneficiary or a receiver shall have no obligation to perform any of Grantor's obligations under the leases. In exercising its rights under this section, Beneficiary shall be liable only for the proper application of and accounting for the rents collected by Beneficiary or its agents. Any rents paid to Beneficiary or a receiver shall be credited against the amount due from the lessee under the lease.

9. 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 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.



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10. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

11. The Beneficiary may appoint in writing a successor trustee, and upon 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.

12. 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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

13. The beneficiary shall reconvey portions of the property pursuant to the terms set forth in the Loan Agreement and Note.

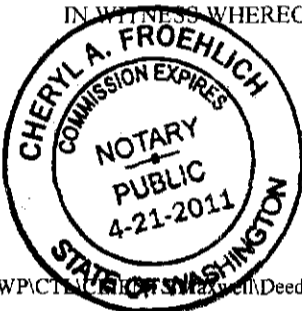
LAVENTURE PROPERTY, LLC

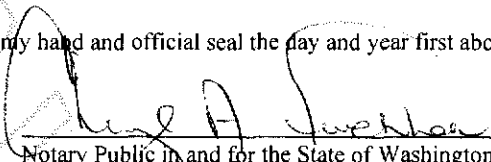
By: 
STEVEN YATES, Member

STATE OF WASHINGTON)
) ss.
) (AP Skagit)
COUNTY OF WHATECOM

On this 23 day of February, 2010, before me personally appeared Steven Yates to me known to be the Member of the limited liability company that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




Notary Public in and for the State of Washington,
residing at Bellingham Bellingham
My Commission Expires: 4-21-11

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REQUEST FOR FULL RECONVEYANCE

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: _____, 20____.



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