

When recorded return to:
Asher Cohen and Cindy M. Cohen
18066 State Route 9
Mount Vernon, WA 98274

Skagit County Auditor
11/3/2014 Page 1 of 6 8:53AM
\$78.00



DEED OF TRUST

(For use in the State of Washington only)

ACCOMMODATION RECORDING

THIS DEED OF TRUST, made this 5th day of October, 2014, between East Gardner, LLC, a Washington Corporation as GRANTOR, whose address is 504 E. Fairhaven, Burlington, WA 98233, and LAND TITLE AND ESCROW as TRUSTEE, whose address is 111 E. George Hopper Rd, Burlington, WA 98233, and Asher & Cindy M. Cohen, as BENEFICIARY, whose address is 18066 State Route 9, Mount Vernon, WA 98274.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

Burlington AC, Lot 36, Acres 3.98 Records of Island County, Washington

Skagit

Situate in the County of Skagit, State of Washington

LAND TITLE OF SKAGIT COUNTY

M-2015

Tax Parcel Number(s): P62505

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained in this Deed of Trust, and payment of the sum of One Hundred Fifty Thousand and 00/100ths Dollars (\$150,000.00), 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 Grantor's successors or assigns, together with interest thereon at such rate as shall be agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on November 30, 2015.

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 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 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 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 heretofore 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.

7. DUE ON SALE: (Not applicable unless initiated by Grantor and Beneficiary.) The property described in this Deed of Trust may not be sold or transferred in its entirety 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. This provision shall not apply to Grantor's sale or transfer of individual lots of the property.

8. COMMERCIAL PROPERTY: (Not applicable unless initiated by Grantor and Beneficiary.) Grantor represents and warrants to Beneficiary that the property described in this Deed of Trust is being used for business, investment or commercial purposes, and not for personal, family or household purposes.

Grantor (Initials)

Beneficiary (Initials)



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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. 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.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled hereto, 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.
4. Upon default by Grantor 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 hereby 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.
5. 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 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 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, 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 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.
8. 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.
9. ADDITIONAL TERMS AND CONDITIONS: (check one)
 - a. () None
 - b. () As set forth on the attached Exhibit A which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies.)

LFB 22A-05(r)
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EAST GARDNER, LLC, a Washington Limited Liability Company

By: *[Signature]*
Brian Gentry, President
Manager

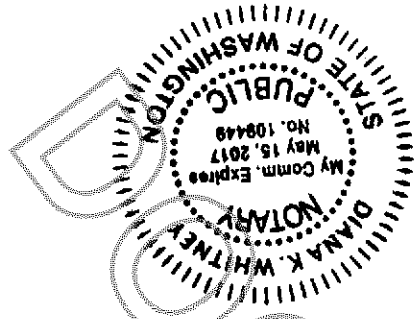
STATE OF WASHINGTON)
) ss.)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brian Gentry is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of East Gardner, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 30 day of October, 2014.

[Signature]
(Signature)
Diana K WHITNEY
(Print Name)

NOTARY PUBLIC
My Appointment Expires: 15 MAY 2017



UNOFFICIAL

UNOFFICIAL DOCUMENT

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: _____

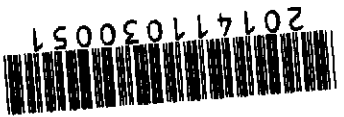


EXHIBIT "A"
Legal description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Tract 4 and the North 20 feet of Tract 3 of Short Plat No. 98-78, as approved December 6, 1978, and recorded December 7, 1978, in Volume 3 of Short Plats, page 48, under Auditor's File No. 892644, records of Skagit County, Washington; being a portion of Tract 36, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", according to the plat thereof recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington;

EXCEPT that portion of said Tract 4, described as follows:

Begin at the Southeast corner of Tract 1 of said Short Plat; thence North along the East lines of Tracts 1, 2 and 3 of said Short Plat to a point on the South line of the North 20 feet of said Tract 3; thence East along the Easterly extension of said South line to a point on a line parallel with and 10 feet East of the East line of Tracts 1, 2 and 3 of said Short Plat; thence South along said parallel line to a point on the South line of said Tract 4; thence West along said South line to the point of beginning;

ALSO EXCEPT those portions of Tract 4, described as follows:

Beginning at the Northeast corner of said Tract 4; thence South 89 degrees 39'50" West along the North line of said Tract 4, a distance of 23.41 feet; thence South 00 degrees 43'26" East, a distance of 329.94 feet to a point on the South line of said Tract 4; thence North 89 degrees 37'16" East along the South line of said Tract 4, a distance of 21.44 feet to the Southeast corner of said Tract 4; thence North 00 degrees 22'53" West along the East line of said Tract 4, a distance of 329.91 feet to the true point of beginning.

Commencing at the Northeast corner of said Lot 4; thence South 89 degrees 39'50" West along the North line of said Lot 4, a distance of 28.60 feet to the true point of beginning; thence South 00 degrees 31'55" East, a distance of 12.65 feet; thence North 89 degrees 44'28" West parallel with and 5 feet North of an existing fence line running East and West, a distance of 303.42 feet to a fence line which runs North and South; thence North 00 degrees 45'10" West along said fence line, a distance of 9.50 feet to the North line of said Lot 4; thence North 89 degrees 39'50" East along the North line of said Lot 4, a distance of 303.45 feet to the true point of beginning.



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