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Skagit County Auditor

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9/20/2017 Page

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WHEN RECORDED RETURN TO:
Jesse F. Berger and Carol L. Edward
51497 Concrete Sauk Valley Road
Concrete, Washington 98237

Deed of Trust

GUARDIAN NORTHWEST TITLE CO.

114543

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 17th day of September, 2017, between Edward Berger Properties, LLC, a Washington limited liability company, GRANTOR, whose address is 2627 Eastlake Avenue East, Seattle, Washington 98102,

First American Title Insurance Company, TRUSTEE, whose address is 1301 B Riverside Drive Mount Vernon, Washington 98273,

and Jesse F. Berger and Carol L. Edward, husband and wife BENEFICIARY, whose address is 51497 Concrete Sauk Valley Road, Concrete, Washington 98237

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: (Full legal description attached as Schedule C)
Ptn. Tract 85, Burlington Acreage (aka lot 1, BU-4-91)

Parcel Number: P100111, 3867-000-085-0608,

which real property is not used principally for agricultural 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.

There is no Promissory Note which is secured by this deed of trust. This deed of trust secures additional obligations of Grantor, including rights to require Grantor to convey the real property to Beneficiary, under the terms of an Exchange Agreement, as amended, among Grantor, EFC and Beneficiary.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, including the terms of the above-referenced Exchange Agreement.

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. 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 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 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 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 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; (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 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.

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 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 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. 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.

Edward Berger Properties, LLC,
a Washington limited liability company

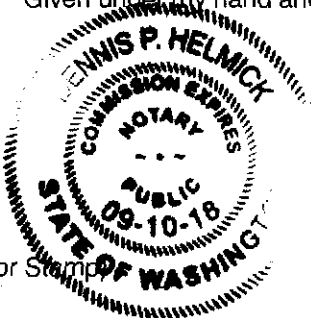


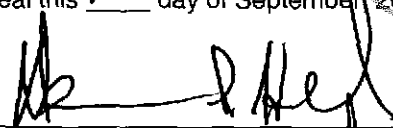
Kelly M. Yates, Authorized Signatory

State of Washington)
)ss
County of King)

On this day personally appeared before me Kelly M. Yates, to me known to be an Authorized Signatory of Edward Berger Properties, LLC, a Washington limited liability company, and acknowledged that he signed the same as the free and voluntary act and deed of said limited liability company, for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 14th day of September 2017





Notary Public in and for the State of
Washington, residing at Seattle, Washington.

(Seal or Stamp)

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: _____

Schedule "C"
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:

PARCEL A:

Lot 1, CITY OF BURLINGTON SHORT PLAT NO. 4-91, approved December 23, 1991, and recorded January 2, 1992, in Volume 10 of Short Plats, pages 42 and 43, under Auditor's File No. 9201020049, records of Skagit County, Washington, being a portion of Tract 85, PLAT OF THE BURLINGTON ACREAGE PROPERTY, according to the plat thereof recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

Situated in Skagit County, Washington.

PARCEL B:

An easement for ingress, egress, utility and parking over that portion of Parcel A, as per binding site plan recorded in Volume 10 of Surveys, pages 181 through 183, under Auditor's File No. 9101110040, records of Skagit County, Washington, located within Tract 85, Plat of the Burlington Acreage Property, according to the plat thereof recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, more particularly described as follows:

Beginning at the Southeast corner of said Parcel A, said corner being the intersection of the North boundary of Pease Road with the West boundary of the Burlington Northern Railroad right-of-way;

Thence North 08°06'32" West along the East line of said Parcel A, a distance of 636.61 feet;

Thence North 89°23'23" West a distance of 60.71 feet;

Thence South 08°06'32" West a distance of 663.61 feet to the North line of Pease Road;

Thence South 89°18'30" East, a distance of 60.71 feet to the point of beginning;

ALSO, an easement for ingress, egress and utilities over that portion of said Parcel A above described contained in Parcel C of that certain Easement Agreement recorded December 13, 1991, under Auditor's File No. 9112130029, records of Skagit County, Washington;

EXCEPT that portion contained within Parcel 1 above described.

Situated in Skagit County, Washington.