

When recorded return to:  
S.R. Dawson  
14419 Greenwood Ave. N., Suite A-205  
Seattle, WA 98133



Skagit County Auditor \$80.00  
3/14/2018 Page 1 of 6 1:33PM

GUARDIAN NORTHWEST TITLE CO.

**DEED OF TRUST**

GRANTOR: Elena87, LLC  
GRANTEE: Stephen R. Dawson  
TRUSTEE: Guardian NW Title & Escrow  
ABBREVIATED LEGAL: L194 NOOKACHAMP HILLS PH 3-4  
FULL LEGAL ON PAGE: 1  
ASSESSOR'S TAX PARCEL NO.: P127747

115353

THIS DEED OF TRUST is made this 14<sup>th</sup> day of March, 2018, between ELENA87, LLC, a Washington limited liability company, as GRANTOR, whose address is 901 S. 30th St., Mt. Vernon, WA 98274, and GUARDIAN NW TITLE AND ESCROW, as TRUSTEE, whose address is 1301-B Riverside Drive/PO Box 1667, Mt. Vernon, WA 98273, and STEPHEN R. DAWSON as BENEFICIARY, whose address is 14419 Greenwood Ave. N., Suite A-205, Seattle, WA 98133

Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, that real property with street address of 24166 Fly Fish Lane, Mount Vernon, WA 98274, also known as Assessor's Tax Parcel No. P127747 and legally described as follows:

LOT 194 IN THE PLAT OF "NOOKACHAMP HILLS PUD PHASES 3 AND 4, PL07-0870", AS PER PLAT RECORDED AS SKAGIT COUNTY AUDITOR'S FILE NO. 200807240089, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained herein and of any and all obligations contained herein (excluding any additional loan documents that stand alone and apart from this Deed of Trust) and payment of Ninety-four Thousand Five Hundred and No/100ths Dollars (\$94,500.00) with interest, in accordance with the terms of a Promissory Note (the "Note") of even

date, made by Grantor, payable to Beneficiary or order, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary under the loan, together with interest thereon at such rate as determined by the Note.

**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 maintain a system of security, satisfactory to Beneficiary, on the property.
3. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all further charges, liens, or encumbrances impairing the security of this Deed of Trust, including without limitation any current or future deed of trust, mortgage, or real estate contract. Without written permission of Beneficiary, Grantor shall not engage in any activities that could result in a lien being filed against the property.
4. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire and other hazards in an amount that is satisfactory to Beneficiary in Beneficiary's sole discretion. All policies shall be in such companies as Beneficiary may approve and shall have loss payable first to Beneficiary, as his interest may appear, and then to Grantor. Beneficiary may insure the Collateral himself at Grantor's expense if insurance satisfactory to Beneficiary is not maintained. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
5. 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 actual attorney's fees paid by Beneficiary, in any such action or proceeding and in any suit brought by Beneficiary to foreclose this Deed of Trust.
6. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
7. 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, shall be added to and become a part of the debt under the loan secured by this Deed of Trust.

8. **DUE ON SALE:** The property described in this security instrument may not be sold, transferred, or divided without Beneficiary's written consent. Upon breach of this provision, Beneficiary may upon giving notice declare all sums due under the loan, the Note, and the related Loan Documents immediately due and payable from the date of the breach, in addition to any other remedies available to him under the law and the Loan Documents.

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9. Beneficiary shall have the right to inspect the property at his discretion upon 24 hours' or reasonable notice.

**IT IS MUTUALLY AGREED THAT:**

1. In the event that 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 obligations secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligations.
2. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive his right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay. Any default shall be effective as of the date it occurs.
3. 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 Grantor and Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by Beneficiary or the person entitled thereto.
4. Upon default by Grantor or any guarantor 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 or any associated loan documents, all sums secured hereby shall immediately become due and payable at Beneficiary's option, from the date the default occurs. In such event and upon Beneficiary's written request, 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 Trustee's fee and attorney's fee paid by Beneficiary; (2) to any or all of the obligations 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 that 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 the 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 either judicially or nonjudicially as a mortgage.
- 7. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of 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. 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 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 Notes secured hereby, whether or not named as Beneficiary herein.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DOCUMENT AND HAVING BEEN GIVEN ADEQUATE TIME TO CONSULT WITH THEIR ATTORNEY ABOUT THIS DOCUMENT. THIS DOCUMENT AFFECTS GRANTOR'S LEGAL RIGHTS, AND GRANTOR AGREES TO ITS TERMS.**

Signed by Grantor: Elena87, LLC, by:

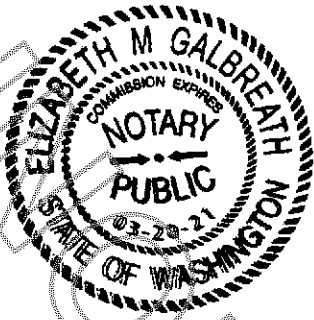
  
 \_\_\_\_\_  
 Oleg Gonchar, Member-Manager  
 and authorized signer for  
 Elena87, LLC

03.14.2018  
 \_\_\_\_\_  
 Date

STATE OF WASHINGTON }  
 County of King Skagit } ss.

I certify that Oleg Gonchar is known to me to be the individual described in and who executed the within and foregoing instrument in my presence, who acknowledged that he signed the instrument voluntarily and that the instrument was the free and voluntary act and deed of Elena87, LLC, for the uses and purposes therein mentioned, and on oath stated that he is a duly authorized and acting Member and Manager of that limited liability company and is authorized to execute the instrument.

GIVEN under my hand and official seal on this date of 14th March 2018



*Elizabeth M Galbreath*

NOTARY PUBLIC in and for the State of  
WASHINGTON, residing at Lanaru Island  
My appointment expires 3-20-21

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. The Note, together with all other indebtedness secured by the 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 the Deed of Trust, to cancel the said Note and all other evidences of indebtedness secured by the Deed of Trust delivered to you herewith, together with the Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of the Deed of Trust, all the estate now held by you thereunder.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

Mail reconveyance to: \_\_\_\_\_