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Skagit County Auditor

When recorded return to:

Ron Housh
21411 Blue Jay Pl.
Mt Vernon WA 98274

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 21 day of November, 2018 between ALLIANCE CONSTRUCTION LLC, a Washington Limited Liability Company, as GRANTOR, whose address is 608 First Street, Suite 208, Mount Vernon, WA 98273-1845 and LAND TITLE AND ESCROW COMPANY OF SKAGIT COUNTY, as TRUSTEE, whose address is 111 East George Hopper Rd., Burlington, WA 98233, and E & E LUMBER INC., whose address is 1364 State Street, Marysville, WA 98270.

WITNESSETH: Grantors hereby bargain, sell and convey to Trustee in trust, with power of sale, the following described real property in County, Washington:

Street Address:	17183 Lake View Blvd. Mount Vernon, WA 98274
Tax Parcel No:	P64400
Legal Description:	Lot 10, Plat of Cheastys Big Lake Tracts, Skagit County, WA as per Plat recorded in Vol. 4 of Plats, page 49, records of Skagit County, WA.

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.

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 Forty Thousand Nine Hundred Sixty and 00/100 Dollars (\$40,960.00), in accordance with the terms of a promissory note dated November 15, 2018 herewith between Grantor and Beneficiary payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof.

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 pursuant to the terms of the Promissory Note referenced above on the earlier of the following: (a) the sale or transfer of any interest in the property; (b) the refinancing of any loan secured in part or in whole by any interest in the property or (b) upon demand of Beneficiary.

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 may be held by the Beneficiary, and be in such companies as the Beneficiaries may approve and have loss payable first to the Beneficiary, as its interests 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, Beneficiaries 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 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, Beneficiaries do not waive their 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(s) 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

