## 201812130051

12/13/2018 02:00 PM Pages: 1 of 3 Fees: \$102.00 Skagit County Auditor

When recorded return to:

Ron Houst 21411 Blue Jay Pl. Mt Vernon LOA 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 refinance 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.
- 2 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 absence, 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(s), 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. In addition to the debt owed per the terms of the Note, upon satisfaction of the Note obligation *Maker also* agrees to pay the fees and costs charged in order to arrange for the issuance of the Request for Reconveyance and the fees and costs charged by the Trustee in reconveying this Deed of Trust and removing the same from title to the property.

Dated this 27 day of November, 2018.

Grantor:

By GARRICK SAGER Member	[signature
COUNTY OF SKAGIT	) ss )

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I certify that I know or have satisfactory evidence that GARRICK SAGER is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as Member to be the free and voluntary act of Alliance Construction LLC for the uses and purposes mentioned in this instrument.

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

Type/Print Name: Bradley Sloan
NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernor
My Commission expires: 6-28-2020