

herewith, payable to Beneficiary or order, for which Grantor executed a Guaranty and Surety Agreement to guarantee payment in full, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor or Grantor's legal entities, or any of his successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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 delinquencies 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 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 and to pay all costs, and expenses, including costs of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by the 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 Beneficiary incurred in enforcing the obligation secured hereby and Beneficiary'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 Beneficiary 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 upon satisfaction of the obligation secured and written request for reconveyance made by the Grantor or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreements contained hereto, 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 person 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 s/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 purchase 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 the Trustee brings such action or proceeding.

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE, Guardian Northwest Title & Escrow

The undersigned is the legal owner and holder of the underlying Note and all other indebtedness secured by the within Deed of Trust. Said underlying 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 underlying 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 party designated by the terms of said Deed of Trust, all the estate now held by you hereunder.

Dated June __, 2021

BY: _____

EXHIBIT "A"
Property Description

Closing Date: June 11, 2021
Borrower(s): R. Robert Reale
Property Address: 60108 State Route 20, Marblemount, WA 98267

PROPERTY DESCRIPTION:

Parcel A:

A tract of Land in Government Lot 4 of Section 18, Township 35 North, Range 11 East of the WM. described as follows:

Beginning at the Northwest corner of Government Lot 4 of Section 18; thence 230.00 feet North 89° 13' 21" East along the said North line of said Section 18; thence South 00° 48' 17" East, 30.00 feet to the true point of beginning, the Northwest corner of the adjusted boundary line. Parcel; thence South 00° 48' 17" East, 289.09 feet; thence North 89° 32' 46" East, 176.95 feet; thence North 00° 47' 00" West, 200.00 feet to the Southeast corner of Parcel D, Auditor's File No. 200504270110, a Record of Survey for Marshall Cooper; thence South 89° 12' 10" West 85.00 feet along the South line of said Parcel D to the Southwest corner of said Parcel D; thence North 00° 46' 58" West, 90.12 feet; thence South 89° 13' 21" West, 92.06 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

Parcel B:

That portion of the south five acres of the north 10 acres of Government Lot 8 in Section 6, Township 35 North, Range 11 East, W.M., lying easterly of State Highway 20.

Excepting therefrom that portion conveyed to the State of Washington by deed recorded under Auditor's File No. 851486.

Situate in the County of Skagit, State of Washington.