

When recorded return to:

Trigger 1 LLC
6829 122nd Avenue Northeast
Kirkland, WA 98033

DEED OF TRUST
(For use in the State of Washington only)

Reference No.: 203239-LT

THIS DEED OF TRUST, made on 5, day of Nov., 2021 between

Old Mill Properties LLC, a Washington Limited Liability Company,
as GRANTOR(S),
whose address is PO Box 1, Sedro-Woolley, WA 98284

and

Land Title & Escrow Company
as TRUSTEE,
whose address is 111 E. George Hopper Road, Burlington, WA 98233

and

Trigger 1 LLC
as BENEFICIARY,
whose address is 6829 122nd Avenue Northeast, Kirkland, WA 98033

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

**FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.**

Abbreviated Legal: (Required if full legal not inserted above.)

Ptn NW, 25-34-4 & Blks 55-57, 1st Add. to Sedro.

Tax Parcel Number(s): 350425-2-002-0000/P37648 & 350425-2-007-0005/P37656 & 350425-2-007-0104/P37657
& 350425-0-029-0003/P37625 & 4150-056-006-0006/P75936 & 4150-057-006-0004/P75937 & 350425-2-005-
0007/P37652 & 350425-0-030-0000/P37627 & 340425-0-028-0004/P37623 & 350425-2-005-0106/P37653 & 4150-
055-020-0000/P75935 & 350425-0-028-0103/P37624 & 4150-055-003-0001/P75933 & 4150-055-001-
0003/P75932

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(s) contained in this Deed of Trust, and payment of the sum of EIGHT HUNDRED THOUSAND AND 00/100 Dollars (\$800,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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 on December 1, 2030.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

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 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(s). 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(s) 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(s) 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.
7. **DUE ON SALE:** (OPTIONAL – *Not applicable unless initialed by Grantor and Beneficiary.*) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

APS _____
 Grantor initials

YBA _____
 Beneficiary initials

8. **NO FURTHER ENCUMBRANCES:** (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.) As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

 Grantor initials

 Beneficiary initials

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, 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(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(s) 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(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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. ADDITIONAL TERMS AND CONDITIONS: (check one)
 - a. None
 - b. As set forth on the attached Exhibit _____ which is incorporated by this reference

(Note: If neither "a" nor "b" is checked, then option "a" applies.)

Old Mill Properties LLC, a Washington Limited Liability Company

By: [Signature]
Andrew Shamp, Member

By: [Signature]
Janna Shamp, Member

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Andres Shamp and Janna Shamp are the persons who appeared before me, and said persons acknowledged they signed this instrument, on oath stated they are authorized to execute the instrument and acknowledge that as the members of Old Mill Properties, LLC to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

[Signature]
Signature

[Signature]
Title

My appointment expires: 3-7-24

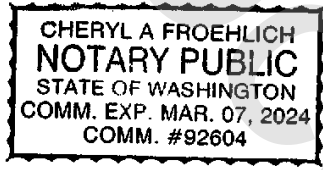


EXHIBIT A
LEGAL DESCRIPTION

Property Address: 109 Jameson Street, Sedro-Woolley, WA 98284

Tax Parcel Number(s): 350425-2-002-0000/P37648 & 350425-2-007-0005/P37656 & 350425-2-007-0104/P37657 & 350425-0-029-0003/P37625 & 4150-056-006-0006/P75936 & 4150-057-006-0004/P75937 & 350425-2-005-0007/P37652 & 350425-0-030-0000/P37627 & 340425-0-028-0004/P37623 & 350425-2-005-0106/P37653 & 4150-055-020-0000/P75935 & 350425-0-028-0103/P37624 & 4150-055-003-0001/P75933 & 4150-055-001-0003/P75932

Property Description:

PARCEL "A":

That portion of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at a point on the Southwest marginal line of Railroad Avenue as established in the City of Sedro-Woolley at the intersection thereof with the West marginal line of Third Street produced;
thence Northwesterly along the Southerly marginal line of Railroad Avenue as established to an angle in said line opposite the South end of Second Street in said city
thence West along the South marginal line of said Railroad Avenue 21.9 feet to the Northeasterly corner of that certain tract of land conveyed to the Commercial Club of Sedro-Woolley by deed dated April 14, 1908 and recorded July 10, 1908, in Book 68 of Deeds, page 307, records of Skagit County, Washington;
thence continue along the Southerly marginal line of Railroad Avenue and being the Northerly line of "The Commercial Club" tract and said Northerly line produced (being described as North $52^{\circ}51'$ West) to the East line of the Burlington Northern Railroad right of way (formerly the Seattle Lake Shore and Eastern Railroad right of way);
thence Southerly along the Easterly line of said railroad right of way to the East-West centerline of said Northwest $\frac{1}{4}$;
thence East along the East-West centerline of said Northwest $\frac{1}{4}$ to the West line of Third Street as platted in the Town of Sedro-Woolley and said West line produced;
thence North along the West line of Third Street to the point of beginning,

EXCEPT the East 7 feet thereof abutting Third Street.

TOGETHER WITH those portions of vacated Railroad Avenue which have reverted to said premises by operation of law. EXCEPT from said vacated Railroad Avenue any portion thereof lying within the boundaries of that certain tract of land conveyed to the City of Sedro-Woolley by deed recorded December 15, 1955, under Auditor's File No. 528649, records of Skagit County, Washington.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

PARCEL "B":

That portion of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 35 North, Range 4 East W.M., described as follows:

Beginning at a point on the East line of the Burlington Northern Railroad right of way (formerly the Seattle Lake Shore and Eastern Railroad right of way) that is 60 feet North of the South line of said Northwest $\frac{1}{4}$ as measured at right angles to said South line;
thence East along a line that is parallel with and 60 feet North of said South line to a point that is 797 feet West of the center line of Third Street in the City of Sedro-Woolley and said Third Street produced South; said point being

the Southwest corner of that certain tract of land conveyed to Emma Owens by deed recorded May 27, 1969 under Auditor's File No. 727010, records of Skagit County, Washington;
thence North along the West line of the Owens tract (being parallel to the centerline of Third Street) a distance of 492 feet to the Northwest corner thereof;
thence East parallel to the South line of said Northwest $\frac{1}{4}$ a distance of 180 feet to a point that is North $89^{\circ}40'$ West 617 feet from the centerline of Third Street said point being also the Northeast corner of the Owens tract;
thence South along the East line of the Owens tract (being parallel to the centerline of Third Street) a distance of 492 feet to a point that is 60 feet North of the South line of said Northwest $\frac{1}{4}$;
thence East parallel with and 60 feet North of the South line of said Northwest $\frac{1}{4}$ a distance of 150 feet to the Southwest corner of a tract of land conveyed to Wallace L. Parker, et ux by deed recorded September 7, 1961 under Auditor's File No. 611968 records of Skagit County, Washington;
thence North parallel to the center line of Third Street (being the West line of the said Parker Tract) to the Southwest corner of that certain tract of land conveyed to Willis, Rogers and Pearson Lumber Company Incorporated, a Washington Corporation by deed recorded November 15, 1971 under Auditor's File No. 760650, records of Skagit County, Washington (said point being 384.76 feet South of the North line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 25);
thence East along the South line of the said Willis, Rogers and Pearson Tract (said South line being parallel with and 384.76 feet South of the North line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 25) a distance of 317 feet more or less to the Southeast corner of said Willis, Rogers and Pearson Tract;
thence North along the East line of the Willis, Rogers and Pearson Tract a distance of 384.76 feet to the Northeast corner of the said Willis, Rogers and Pearson Tract (said point being on the North line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 25 at a point that is 150 feet West of the center line of Third Street as established in the City of Sedro-Woolley);thence West along the North line of the South $\frac{1}{2}$ of the said Northwest $\frac{1}{4}$ of said Section 25 to the Easterly line of the said right of way of the Burlington Northern Railroad;
thence along the Easterly line of said right of way to the point of beginning.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

PARCEL "C":

Lots 1 through 6 inclusive, Block 56, "FIRST ADDITION TO THE TOWN OF SEDRO", as per plat recorded in Volume 3 of Plats, page 29, records of Skagit County, Washington.

TOGETHER WITH that portion of vacated Second Street adjoining which upon vacation reverted to said premises by operation of law.

ALSO TOGETHER WITH that portion of vacated Railroad Avenue adjoining which upon vacation reverted to said premises by operation of law.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

PARCEL "D":

Lots 18, 19 and 20, Block 55 "FIRST ADDITION TO THE TOWN OF SEDRO", as per plat recorded in Volume 3 of Plats, page 29, records of Skagit County, Washington.

TOGETHER WITH that portion of the East $\frac{1}{2}$ of vacated Second Street adjoining which upon vacation reverted to said premises by operation of law.

ALSO TOGETHER WITH the West $\frac{1}{2}$ of that portion of vacated Metcalf Street adjoining which upon vacation reverted to said premises by operation of law. (Said West $\frac{1}{2}$ of Metcalf Street being a portion of Lot 17 of said Block 55.)

ALSO TOGETHER WITH that portion of the South $\frac{1}{4}$ of the vacated alley adjoining said premises to the North which upon vacation reverted to said premises by operation of law.

ALSO TOGETHER WITH that portion of vacated Railroad Avenue adjoining which upon vacation reverted to said premises by operation of law.

ALSO TOGETHER WITH that portion of vacated Fidalgo Street adjoining said premises which upon vacation under Ordinance No. 543 reverted to said premises by operation of law.

EXCEPT from all of the above that portion thereof lying within the boundaries of those certain tracts of land conveyed to the City of Sedro-Woolley by deeds recorded December 10, 1955 under Auditor's File Numbers 528649, 528650 and 528651, records of Skagit County, Washington.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

PARCEL "E":

That portion of Lots 1, 2 and 3 lying West of the West line of vacated Metcalf Street in Block 55, "FIRST ADDITION TO THE TOWN OF SEDRO IN SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 3 of Plats, page 29, records of Skagit County, Washington.

TOGETHER WITH that portion of the West $\frac{1}{2}$ of vacated Metcalf Street which upon vacation reverted to said premises by operation of law. (Said West $\frac{1}{2}$ of Metcalf Street being a portion of Lots 3 and 4 of said Block 55).

ALSO TOGETHER WITH that portion of the East $\frac{1}{2}$ of vacated Second Street which upon vacation reverted to said premises by operation of law.

ALSO TOGETHER WITH that portion of the North $\frac{1}{2}$ of the vacated alley adjoining all of the above which upon vacation reverted to said premises by operation of law.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

PARCEL "F":

Lots 1 through 6, inclusive, Block 57, "FIRST ADDITION TO THE TOWN OF SEDRO", as per plat recorded in Volume 3 of Plats, page 29, records of Skagit County, Washington.

TOGETHER WITH that portion of the South 25 feet of Fidalgo Street adjacent, which upon vacation reverted to said premises by operation of law.

ALSO TOGETHER WITH that portion of the Northerly $\frac{1}{2}$ of vacated Railroad Avenue adjacent which upon vacation reverted to said premises by operation of law.

EXCEPT from all of the above any portion thereof lying with the boundaries of those certain tracts of land conveyed to the City of Sedro-Woolley by deeds recorded December 10, 1955 under Auditor's File Nos. 528649, 528650 and 528651, records of Skagit County, Washington.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

PARCEL "G":

That portion of Block 57, "FIRST ADDITION TO THE TOWN OF SEDRO", as per plat recorded in Volume 3 of Plats, page 29, records of Skagit County, Washington together with any portion thereof within vacated Metcalf

Street, vacated Fidalgo Street, vacated Second Street and vacated Railroad Avenue lying within the parcel described as follows:

Beginning on the centerline of vacated Second Street at a point which is the Southwest corner of that Parcel D as conveyed to TREESOURCE ACQUISITION COMPANY, LLC, a Washington limited liability company by that instrument recorded on March 22, 2006, under Auditor's File No. 200603220078, records of Skagit County; thence South along the centerline of said Second Street said line also being the East line of Parcel C of said TreeSource parcel to the centerline of vacated Railroad Avenue; thence Southeasterly along the centerline of vacated Railroad Avenue to a point of intersection with the West line of Parcel F in said TreeSource deed; thence North along the West line of said Parcel F to the most Southeasterly corner of Lot 1, said Block 57, "FIRST ADDITION TO THE TOWN OF SEDRO", thence North along the East line of said Lot 1 to the Northeast corner thereof; thence continue North into Fidalgo Street as vacated under Sedro-Woolley Ordinance Number 543 on November 28, 1955 to a point 8 feet South of the centerline of said Fidalgo Street; thence West along a line 8 feet South of and parallel to the centerline of said Fidalgo Street to an intersection with the East line of vacated Metcalf Street also vacated under said Ordinance Number 543; thence North along said East line of vacated Metcalf Street to an intersection with the center line of said Fidalgo Street; said point also being the Southeast corner of that parcel conveyed by Hays McCormick by that deed recorded under Auditor's File No. 528651; thence West approximately 40 feet along the centerline of said Fidalgo Street to the intersection with the centerline of said Metcalf Street; said point also being the Southwest corner of said McCormick parcel; said point also being the Southeast corner of that parcel conveyed by Harold Brider to the City of Sedro-Woolley on December 15, 1955 in that instrument recorded under Auditor's File No. 528650; thence North along the centerline of said Metcalf Street to the Southeast corner of Parcel D in said TreeSource deed; said point also being the Northeast corner of aforementioned Brider parcel conveyed to the City of Sedro-Woolley; thence West along the South line of said Parcel D to the Southwest corner thereof and the point of beginning.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

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: _____
