

Filed for Record at the Request of:

Chmelik Sitkin & Davis P.S.
1500 Railroad Avenue
Bellingham, WA 98225

DEED OF TRUST

Grantor: SCOTT LENNON, A MARRIED MAN AS HIS INDIVIDUAL PROPERTY

Grantee: B&T ENTERPRISES, LLC.

Short Legal Description: LOT 2, SHORT PLAT NO. 20-0341 GNW 22-16710

Parcel No: P135276

Section 32, Township 34 North, Range 4 East - NE NW (aka Lot 2 MV SP PLAN 20-0341)

THIS DEED OF TRUST, made this 25 day of August, 2022, by and between Grantor: **SCOTT LENNON**, a married man as his individual property, whose address is 29131 NE 150th, Duvall, WA 98019; Trustee: **CJ SERVICES CORPORATION**, whose address is 1500 Railroad Avenue, Bellingham, Washington 98225; and Beneficiary: **B&T ENTERPRISES, LLC.**, whose address is P.O. Box 570, Burlington, Washington 98233.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington (the "Property"):

LOT 2, SHORT PLAT NO. 20-0341, RECORDED IN SKAGIT COUNTY AUDITOR FILE NO. 202010120150.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

which real property is not used principally for agricultural or farming purposes, together with all 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 payment of the Promissory Note executed on an even date herewith.

To protect the security of this Deed of Trust, Grantor covenants and agrees

1. (i) To keep the Property in good condition and repair; (ii) to permit no waste thereof; (iii) to complete any building, structure, or improvement being built or about to be built thereon; (iv) to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and (v) 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; and 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. The insurance policy shall name Beneficiary as an additional named insured. Grantor shall provide a certificate of title insurance or other satisfactory proof of insurance to Beneficiary. Such insurance shall be in such companies as the Beneficiary may approve and shall 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 or Trustee, and to pay all costs and expenses, including cost of title search and attorneys' 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 attorneys' fees and costs 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 Promissory Note secured hereby, shall be added to, and become a part of, the principal debt secured by 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 thereof 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 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 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 hereby or in the performance of any agreement contained herein, 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 or its authorized agent 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 sale, including a reasonable Trustee's fee, and attorneys' fees and costs; (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 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 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 purchasers and encumbrances for value.
6. The obligation owed under the Promissory Note secured by this Deed of Trust shall be paid in full upon closing of the Property sold by Grantor.
7. 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.
8. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary shall 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 such action or proceeding is brought by the Trustee.
9. Should Beneficiary retain the services of an attorney to enforce any provision herein, the prevailing party shall be obligated to pay the attorneys' fees and costs incurred therein.
10. This Deed of Trust applies to, insures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors, and assigns. The term Beneficiary refers to B&T Enterprises, LLC., its successors, or assignees.

11. All disputes relating to, or arising hereunder, shall be governed by Washington state law, shall be held exclusively in the Skagit County Superior Court, and the substantially prevailing party in any such action shall be entitled to an award of its attorneys' fees and costs. The parties expressly waive their right to bring any action in federal court.

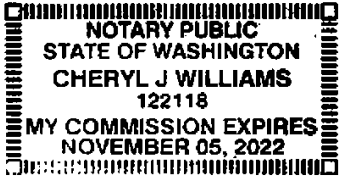
GRANTOR:

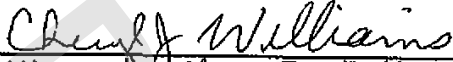

By: Scott Lennon

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me SCOTT LENNON to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of Aug., 2022




Print Name: Cheryl J Williams
NOTARY PUBLIC in and for the
State of Washington, Residing at Redmond WA
My Commission Expires: 11/05/2022

**EXHIBIT A
LEGAL DESCRIPTION**

Property Address: 2900 Cedardale Road - LOT 2, Mount Vernon, WA 98274
Tax Parcel Number(s):

Property Description:

Lot 2, City of Mount Vernon Short Plat No. PLAN 20-0341, approved October 9, 2020 and recorded October 12, 2020, under Auditors File No. 202010120150; being a portion of the Northeast 1/4 of the Northwest 1/4 of Section 32, Township 34 North, Range 4 East, W.M.

TOGETHER WITH that portion of the Northeast 1/4 of the Northeast 1/4 of Section 32, Township 34 North, Range 4 East, W.M. also being a portion of Lot 3, City of Mount Vernon Binding Site Plan Land Use No. LU-08-058, approved June 16, 2009, and recorded September 22, 2009, under Skagit County Auditor's File No. 200909220049 and being described as follows:

BEGINNING at the Northeast corner of Lot 2, City of Mount Vernon Short Plat No. PLAN-20-0341, approved October 9, 2020, and recorded October 12, 2020, under Skagit County Auditor's File No. 202010120150;
thence South 61°16'23" East on a Southeasterly projection of the North line of said Lot 2 for a distance of 1.78 feet, more or less, to a North end or intersection with a Northerly projection of a wire fence;
thence along said fence line South 0°49'19" West for a distance of 35.48 feet;
thence South 0°51'43" West for a distance of 66.60 feet;
thence South 1°20'48" West for a distance of 49.12 feet;
thence South 1°14'51" West for a distance of 48.99 feet;
thence South 1°10'09" West for a distance of 50.94 feet;
thence South 1°09'23" West for a distance of 23.28 feet, more or less, to a point on the Southeasterly projection of the Southerly line of said Lot 2;
thence North 62°28'16" West along the projected Southerly line of said Lot 2 for a distance of 6.68 feet, more or less, to the Southeast corner of said Lot 2 at a point bearing South 2°01'18" West from the POINT OF BEGINNING;
thence North 2°01'16" East along the Easterly line of said Lot 2 for a distance of 272.29 feet to the POINT OF BEGINNING.

Situated in Skagit County, Washington.

REQUEST FOR FULL RECONVEYANCE

Do not record.

To be used only when the obligation in the Promissory Note has been paid.

TO: TRUSTEE

The undersigned is the obligee under a Promissory Note, which agreement is secured by a Deed of Trust. Said agreement, 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 in any sums owing to you under the terms of said Deed of Trust, to cancel said agreement above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with said Deed of Trust, and to convey, without warranty and to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED this _____ day of _____, 20__.

B&T ENTERPRISES, LLC.

By: Bob Campbell
Its: Member/Manager

Mail Reconveyance to:

