10/17/2023 01:23 PM Pages: 1 of 7 Fees: \$210.50

Skagit County Auditor, WA

When recorded return to:

JK Law Group, Inc. 11555 SE 8th St. STE 120 Bellevue, WA 98004

GNW 23-18790

DEED OF TRUST

THIS DEED OF TRUST, made this day of October 2023 by

Ajooni Properties LLC, a Washington limited liability company, as GRANTOR(S), whose address is 60103 State Route 20, Marblemount, WA 98267 and

First American Title Insurance Company, as TRUSTEE, whose address is 1301 Riverside, Ste B, Mount Vermon, WA 98273;

in favor of Jon Prigg and Chom Prigg, a married couple, as BENEFICIARY, whose address is 60103 State Route 20, Marblemount, WA 98267

Legal Description:

See attached 'Exhibit A'

Abbreviated Legal:

Section 7, Township 35 North, Range 11 East; Ptn. Gov. Lot 11

Tax Parcel Number(s): P45913/351107-3-027-0404 & P45929/351107-3-042-0009

The real property of its address commonly known as: 60101 & 60103 State Route 20, Marblemount, WA 98267

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 is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of <u>Eight Hundred Eighty Thousand dollars and no cents</u> (<u>USD\$880,000.00</u>) with 5% interest, in accordance with the terms of a promissory note dated <u>October 17th, 2023</u> 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 his/her/their 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(s) covenant(s) and agree(s):

- 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

nitials:

Deed of Trust page 2 of 6

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 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 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 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 the interest in the property which Grantor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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 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 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.

Initials: BUS N

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or not named as Beneficiary herein. day of October 2023 GRANTOR(S): Ajooni Properties LLC Naresh Singh, Member STATE OF WASHINGTON) County of King I certify that I know or have satisfactory evidence that who appeared before me, a Notary Public in and for the State of Washington duly commissioned and sworn, and acknowledged that he/she is _______ Aleani Proporties LLC, who executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act for the uses and purposes therein mentioned, and on oath stated that affiant is authorized to execute said instrument on behalf of L.L. C. My commission expires: 6 Initials: Bol Deed of Trust page 4 of 6

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

STATE OF <u>WASHINGTON</u>)	
County of King) ss	
I certify that I know or have satisfac	tory evidence that Narch Smgh
who appeared before me, a Notary I commissioned and sworn, and acknowledge.	Public in and for the State of Washington duly owledged that he/she is Member of
Aloni Properties LLC,	who executed the within and foregoing instrument, and
acknowledged the instrument to be t	he free and voluntary act for the uses and purposes
therein mentioned, and on oath state behalf of L.L.C.	d that affiant is authorized to execute said instrument on
belian of	
IN WITNESS WHEREOF I have he 16th day of October, 20	reunto set my hand and affixed my official seal this 23.
HILL ANGJIN TA	
No. 21020655	NOTARY PUBLIC in and for the State of Washington
No. 21020655	Residing in <u>Bellevue</u> My commission expires: <u>6/5/25</u>
WAS OF SOUTH	wy commission expires.
WASHING!	

Initials: Bis A

REQUEST FOR FULL RECONVEYANCE

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.

D . 1			
Dated:			
Daicu.			

Initials: BCP N

Deed of Trust page 6 of 6

Exhibit A

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

That portion of Government Lot 11, Section 7, Township 35 North, Range 11 East, W.M., described as follows:

Beginning 1588 feet East of the Southwest corner of said Section 7;

thence North 132.5 feet along the Westerly line of that certain tract described in Quit Claim Deed to Louis A. Wright and Anna Wright, husband and wife, dated October 16. 1922 and recorded under Auditor's File No. 159898 to the Northwest corner thereof;

thence continue North 15.00 feet along the West line of that certain tract described in Statutory Warranty Deed to C. Ernest Greene and Jewell C. Greene, husband and wife, recorded under Auditor's File No. 767381 to the Northwest corner thereof;

thence East 12.45 feet along the North line of said Greene Tract;

thence North 252.50 feet to the South line of that certain tract conveyed to Marblemount Community Club, Inc. Recorded under Auditor's file No. 537800;

thence West 154.52 feet along the South line of said Marblemount Community Club tract to the Northeast corner of that certain tract described in Quit Claim Deed to Sadie E. Curry, as her separate property, under Auditor's File No. 750814:

thence South 250.00 feet along the East line of that certain tract to the Southeast corner thereof; thence West 21.80 feet along the South line of said Curry tract to the Northwest corner of that certain tract described in Quit Claim Deed to Otto Peterson, under Auditor's File No. 434253;

thence South 250.00 feet along the West line of said Peterson tract to a point which bears West 163.87 feet from the point of beginning;

thence East 163.87 feet to the true point of beginning.

EXCEPT State road right of way.

Situate in the County of Skagit, State of Washington_

PARCEL "B":

That portion of Government Lot 11, Section 7, Township 35 North, Range 11 East, W.M., described as follows:

Beginning at the Southwest corner of said Government Lot 11;

thence North 1°10'40" East 250 feet;

thence South 88°49'20" East 128.2 feet to the West line of that certain tract of land conveyed to Otto Peterson by Deed recorded under Auditors File No. 434253;

thence South 1°10'40" West 250 feet:

thence West along the South line of said Government Lot 11 to the point of beginning,

EXCEPT the Westerly 15 feet as conveyed to Patrick Lyons, et ux by deed recorded March 3, 1999, under Auditor's File No. 9903030120

AND EXCEPT roads.

Situate in the County of Skagit, State of Washington.