01/02/2025 11:18 AM Pages: 1 of 8 Fees: \$311.50

Skagit County Auditor, WA

When recorded return to:

Amity Legal Associates, PS 700 - 112<sup>th</sup> Ave. NE Suite 300 Bellevue, WA98004

# ACCOMMODATION RECORDING NCS-1241605-WA1

## **DEED OF TRUST**

THIS DEED OF TRUST, made this 30th day of December 2024, by

Roheen, LLC, a Washington limited liability company, as GRANTOR(S), whose address is 8325 55th Pl NE, Marysville, WA 98270; and

Guardian Northwest Title & Escrow Company, as TRUSTEE, whose address is P.O. Bax 1667, Mount Vernon, WA 98273.

in favor of WD Foods, LLC, a Washington limited liability company as BENEFICIARY, whose address is 17090 Sam Bell Rd., Bow, WA 98232

See attached Exhibit "A" for legal description

Abbreviated Legal Description: Section 24, Township 35 North, Range 3 East - NW NW

Lot 28 Firgrove Div. 7, according to plat thereof recorded in Volume 37 of Plats, pages 163 through 164, inclusive, records of Snohomish County. Washington

Situated in the County of Skagit, State of Washington.

The real property of its address commonly known as: 9029 Chuckanut Drive, Bow, WA 98232.

Tax Parcel Number(s): P34734

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 Seven Hundred Thousand dollars and no cents (USD\$700,000.00) with no interest, in accordance with the terms of a promissory note dated December 30<sup>th</sup>, 2024 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

Initials: JS-7 N.K

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 Initials: 157 NK in which Grantor(s). Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

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.

Dated 1430 day of December 2024

GRANTOR(S):

Roheen, LLC

Its: Jagroop Thind, Member

Its: Navneet Kaur, Member

State of Washington)

Sugroof Third to I certify that I know or have satisfactory evidence that appeared before me, a Notary Public in and for the State of Washington duly commissioned and sworn, and acknowledged that he is member of Roheen, LLC who executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deedfor the uses and purposes therein mentioned, and on oath stated that affiant is authorized to execute said instrument on behalf of the company.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 30 day of **Dec**, 2024.

KYLE BEAM Notary Public State of Washington Commission # 210008 Comm. Expires Sep 11, 2027

Notary Public in and for the State of WA

Residing at Commission expires <u>0-11</u>

Print Name

Initials: J-S-7 N.

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State of <u>Washington</u>) ss County of <u>3 kagat</u>)

I certify that I know or have satisfactory evidence that \_\_\_\_\_\_ is the person who appeared before me, a Notary Public in and for the State of Washington duly commissioned and sworn, and acknowledged that she is member of Roheen, LLC, who executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deedfor the uses and purposes therein mentioned, and on oath stated that affiant is authorized to execute said instrument on behalf of the company.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 30 day of **Dec**, 2024.

KYLE BEAM Notary Public State of Washington Commission # 210008 My Comm. Expires Sep 11, 2027 Notary Public in and for the

Residing at Skages
Commission expires 9:11

Print Name

Initials: 127 N.K

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# 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.

Dated:		 	

Deed of Trust page 6 of 6 Initials: 1.57 N.K.

#### **EXHIBIT A**

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

### PARCEL A:

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION THAT IS 250 FEET SOUTH 89°55' EAST OF THE EAST RIGHT OF WAY LINE OF THE PACIFIC HIGHWAY:

THENCE SOUTH 175 FEET:

THENCE NORTH 89°55' WEST 65 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT SOLD ON CONTRACT TO KENNETH L. KESTER AND FAYE L. KESTER, HUSBAND AND WIFE, BY INSTRUMENT DATED JANUARY 26, 1968 AND RECORDED JANUARY 31. 1968 AS AUDITOR'S FILE NO. 709715:

THENCE ALONG THE WEST LINE OF SAID KESTER TRACT AS FOLLOWS: NORTH 17.61 FEET:

THENCE NORTH 33°11'22" WEST, A DISTANCE OF 73.07 FEET;

THENCE NORTH 96.24 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION THAT IS 20 FEET NORTH OF THE NORTHWEST CORNER OF SAID KESTER TRACT:

THENCE NORTH 89°55' WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 TO THE EAST RIGHT OF WAY LINE OF THE PACIFIC HIGHWAY; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO A POINT THAT IS NORTH 89°55' WEST OF THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°55' EAST TO THE TRUE POINT OF BEGINNING:

EXCEPT THE RIGHT OF WAY FOR COUNTY ROAD, COMMONLY KNOWN AS THE SAM BELL ROAD ALONG THE NORTH LINE THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

# PARCEL B:

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 560.80 FEET; THENCE SOUTH 5°00'00" EAST A DISTANCE OF 175.67 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 92.32 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE WEST A DISTANCE OF 68.58 FEET TO THE NORTHEASTERLY MARGIN OF CHUCKANUT DRIVE, ALSO KNOWN AS THE PACIFIC HIGHWAY; THENCE SOUTH 33°38'00" EAST ALONG THE NORTHEASTERLY MARGIN OF SAID CHUCKANUT DRIVE A DISTANCE OF 28.04 FEET TO A POINT WHICH BEARS SOUTH 66°15'06" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 66°15'06" EAST A DISTANCE OF 57.96 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.