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Skagit County Auditor

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**AFTER RECORDING MAIL TO:**

**TRITON AMERICA LLC  
1004 Commercial Avenue, PMB 249  
Anacortes, WA 98221**

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**DEED OF TRUST**

*(For use in the State of Washington only)*

**Reference Numbers of Related Documents:**

Legal Description (abbreviated:) Units 101, 103, 203, Slips B & C, MARITIME BUILDING CONDOMINIUM

THIS DEED OF TRUST, made this 1<sup>ST</sup> day of March, 2007, between

**STREAMSIDE OF ESTES PARK, LLC, a Colorado limited liability company, GRANTOR,** whose street address is 1909 Skyline Way, #101, Anacortes, WA 98250

and

**CHICAGO TITLE COMPANY OF WASHINGTON, a WA Corp. TRUSTEE,** whose street address is 315 Court St. /P.O. Box 790, Friday Harbor, WA 98250

and

**TRITON AMERICA CORPORATION, LLC, BENEFICIARY,** whose address is 1004 Commercial Avenue, PMB 249, Anacortes, WA 98221.

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

**Units 101 & 103, 203, Slips B & C, MARITIME BUILDING CONDOMINIUM...SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF FOR COMPLETE LEGAL DESCRIPTION**

**Assessor's Property Tax Parcel/Account Number(s): 4690-000-101-000 & 4690-000-103-0000 & 4690-000-203-000 & 4690-000-900-0200 & 4690-000-900-0300**

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and the rents, issues and profits of the property..


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 Six Hundred Thirty Five Thousand and 00/100 DOLLARS (\$635,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of the Grantor's successors or assigns, together with interest thereon at the rate 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 **March 1, 2008**.

**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 of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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 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 secured by this Deed of Trust 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 by this Deed of Trust and Trustee'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. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.
7. **DUE ON SALE:** 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.

  
\_\_\_\_\_  
Grantor (Initials)

  
\_\_\_\_\_  
Beneficiary (Initials)

**IT IS MUTUALLY AGREED THAT:**

8. 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.
9. 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.



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10. 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.
11. Upon default by Grantor 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 by this Deed of Trust 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 an 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 (2\3) the surplus, if any, shall be distributed to the persons entitled thereto.
12. 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 had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor 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 encumbrances for value.
13. 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.
14. 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, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisee, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the hold and owner of the note secured hereby, whether or not named as Beneficiary herein.
16. EXISTING INDEBTEDNESS

The lien of this Deed of Trust securing the indebtedness may be secondary and inferior to the following liens:

1. An existing obligation to Joachim and Patricia A. Richter described as: A DEED OF TRUST RECORDED SEPTEMBER 1, 2004 UNDER AUDITOR'S FILE NUMBER 200409010105 RECORDS OF SKAGIT COUNTY, WASHINGTON. The existing obligation has a current principal balance of about ~~\$600,000~~ \$215,000 and is in the original principal amount of \$225,000. *FN*
2. An existing obligation to VAN SEALON, INC., a Washington Corporation, described as: A DEED OF TRUST RECORDED SEPTEMBER 1, 2004 UNDER AUDITOR'S FILE NUMBER 200409010104 RECORDS OF SKAGIT COUNTY, WASHINGTON. The existing obligation has a current principal balance of about \$390,000 and is in the original principal amount of \$400,000.



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Grantor expressly covenants and agrees to pay, or see to the payment of, the existing indebtedness and to prevent any default of such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

17. ADDITIONAL TERMS AND CONDITIONS: (check one)

a.  NONE

or

b.  As per forth on the attached "Exhibit A", which is incorporated by this reference.

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

Dated: 3/20/2007

STREAMSIDE OF ESTES PARK, LLC

BY *Peter S. Whiting*  
PETER S. WHITING, Member

STATE OF WASHINGTON

) ss.

COUNTY OF SKAGIT

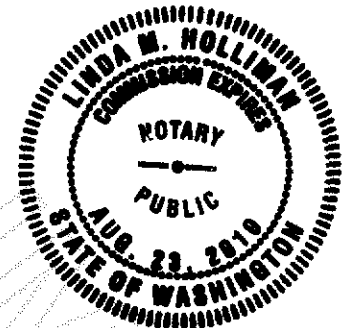
I certify that I know or have satisfactory evidence that PETER S. WHITING is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of STREAMSIDE OF ESTES PARK, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 3-20-07

*Linda M Holliman*

Notary Public in and for the State of Washington residing at Skagit County

My Commission Expires: 8-23-2010



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**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: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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**EXHIBIT A**

A. Unit 101, MARITIME BUILDING CONDOMINIUM, a condominium, according to the first amendment to survey and map plans recorded December 6, 1999 under Auditor's File No. 199912060103, and declaration thereof recorded January 31, 1997 under Auditor' File No. 9701310007, and Second Amendment of Declaration recorded August 27, 2004 under Auditor's File No. 200408270154; in Volume 16 of Plats, pages 156 through 158, records of Skagit County, Washington.

Situated in Skagit County, Washington

B. Unit 103, MARITIME BUILDING CONDOMINIUM, a condominium, according to the first amendment to survey and map plans recorded December 6, 1999 under Auditor's File No. 199912060103, and declaration thereof recorded January 31, 1997 under Auditor' File No. 9701310007, and Second Amendment of Declaration recorded August 27, 2004 under Auditor's File No. 200408270154; in Volume 16 of Plats, pages 156 through 158, records of Skagit County, Washington.

Situated in Skagit County, Washington

C. Unit 203, MARITIME BUILDING CONDOMINIUM, a condominium, according to the first amendment to survey and map plans recorded December 6, 1999 under Auditor's File No. 199912060103, and declaration thereof recorded January 31, 1997 under Auditor' File No. 9701310007, and Second Amendment of Declaration recorded August 27, 2004 under Auditor's File No. 200408270154; in Volume 16 of Plats, pages 156 through 158, records of Skagit County, Washington.

Situated in Skagit County, Washington

D. Unit B, MARITIME BUILDING CONDOMINIUM, a condominium, as delineated in that survey recorded in Volume 16 of Plats on pages 156 through 158 according to Amended Declaration thereof recorded December 6, 1999 under Auditor' File No. 199912060104; and Second Amendment of Declaration recorded August 27, 2004 under Auditor's File No. 200408270154; records of Skagit County, Washington.

Situated in Skagit County, Washington

E. Unit C, MARITIME BUILDING CONDOMINIUM, a condominium, as delineated in that survey recorded in Volume 16 of Plats on pages 156 through 158 according to Amended Declaration thereof recorded December 6, 1999 under Auditor' File No. 199912060104; and Second Amendment of Declaration recorded August 27, 2004 under Auditor's File No. 200408270154; records of Skagit County, Washington.

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**END OF EXHIBIT A**



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