

WHEN RECORDED RETURN TO:

**Land Title Company
921 Metcalf Street
Sedro Woolley, WA 98284**



200704160187

Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

DOCUMENT TITLE(S):

Deed of Trust

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

JRJ Properties, LLC

GRANTEE:

1. Land Title Company
2. M/T Enterprises, a Washington General Partnership

ABBREVIATED LEGAL DESCRIPTION:

S 1/2 Lots 11-13, Blk. 59, Burlington

TAX PARCEL NUMBER(S):

4076-059-013-0101, P71685

Deed of Trust
(For Use in the State of Washington)

THIS DEED OF TRUST, made this 13 day of APRIL, 2007, Between **JRJ PROPERTIES LLC, GRANTOR**, whose address is 222 Anderson Road, Unit A, Mount Vernon, WA 98273 and **LAND TITLE COMPANY OF SKAGIT COUNTY, a corporation as TRUSTEE**, whose address is: P.O. BOX 445, BURLINGTON, WA 98233 and **M/T ENTERPRISES, A WASHINGTON GENERAL PARTNERSHIP, BENEFICIARY**, whose address is 542 S. SPRUCE, BURLINGTON, WA 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 South 50 feet of Lots 11, 12, and 13, Block 59, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.", as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington; Situated in Skagit County, Washington.

Assessor's Property Tax Parcel/Account Number(s): P71685 / 4076-059-013-0101

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 in any wise appertaining, and the rents, issues and profits thereof. This deed is for the purpose of securing performance of each agreement of grantors herein contained, and payments of the sum of **One Hundred Eighty thousand and no/100 Dollars (\$180,000.00) 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 thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor of any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

The Parties agree to the following additional terms:

- A. The above-described real property is sold to Grantors subject to the existing deed of trust in favor of Whidbey Island Bank, recorded in Skagit County Auditor's File No. 200210300067, which Beneficiary (M/T Enterprises) shall pay and keep current according to its terms until payment in full of the promissory note secured hereby. Upon payment of the obligation secured by this deed of trust by Grantor's, the Beneficiaries shall pay or otherwise remove the lien of the Deed of Trust recorded in Skagit County Auditor's File No. 200210300067. If at any time Beneficiary shall fail to pay said obligation in a timely manner, Grantor may pay the same and shall receive credit on the promissory note secured hereby.**
- B. This deed of trust and the promissory note secured hereby shall not be pre-paid before it is due without consent of Beneficiary, which consent may be withheld for any reason.**



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C. The Grantor may not sell or convey the above-described real property prior to payment of this note and deed of trust without consent of Beneficiary, which consent may not be unreasonably withheld.

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 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. 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 costs 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 attorneys' 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 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.

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 and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.



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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 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; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

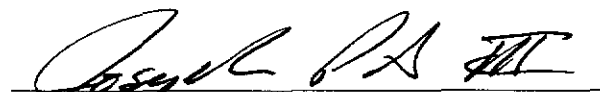
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed 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 purchaser and encumbrances 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 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 upon any other Deed of Trust 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.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on 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 names as Beneficiary herein.

JRJ PROPERTIES, LLC



Name: JOSEPH PAPERNIK III

Title: *Manager*

Name:

Title:



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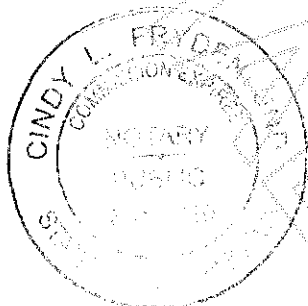
STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

On this day personally appeared before me JOSEPH PAPERNIK III ~~and~~

_____, to me known to be the MANAGER

~~and~~ _____ ~~respectively~~, of **JRJ PROPERTIES LLC**, the Limited Liability Company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 13 day of APRIL, 2007,
200 7.



Cindy Frydenlund
Notary Public in and for the State of
Washington, residing at MT. VERNON
My Commission Expires: 2/15/10
Print Name: CINDY L. FRYDENLUND

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 evidence 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 hereunder.

Dated this _____ day of _____, 200__.

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.



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