

Return Address:**Charles P. Mortimer****Levy von Beck & Associates, P.S.****600 University Street, Suite 3300****Seattle, WA 98101**

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Skagit County Auditor

11/1/2010 Page

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4 1:56PM

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Deed of Trust

Reference Number(s) of Documents assigned or released:**Grantor(s)** (Last name, first name, initials)

1. Jose Antonio Velasco
2. Maria Elena Velasco

Grantee(s) (Last name first, then first name and initials)

1. Levy von Beck & Associates, P.S.
2. RH Smokey Point Shopping Center Associates, LLC

Legal description (abbreviated: i.e. lot, block, plat or section, township, range):

Lot 3, "THE MEADOWS-PHASE 1, A PLANNED UNIT DEVELOPMENT PLAT", as per plat recoded in Volume 15 of Plats at Page 167, in the records of Skagit County, Washington

Assessor's Property Tax Parcel/Account Number: P104970

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AFTER RECORDING RETURN TO:

Charles P. Mortimer
Levy – von Beck & Associates, P.S.
3300 One Union Square
600 University Street
Seattle, WA 98101

DEED OF TRUST

THIS DEED OF TRUST, made this 7th day of Oct., 2010, between **Jose Antonio Velasco and Maria Elena Velasco**, whose address is 2416 E. Meadow Blvd., Mount Vernon, WA 98273, GRANTOR, LEVY – VON BECK & ASSOCIATES, P.S., a professional corporation, TRUSTEE, whose address is 600 University, Street, Suite 3300, Seattle, Washington 98101, and **RH Smokey Point Shopping Center Associates, LLC**, a Washington limited liability company, BENEFICIARY, whose address is c/o BS&G, Inc., 1191 Second Avenue, 18th Floor, Seattle, WA 98101. WITNESSETH: Grantors hereby bargain, sell and convey to Trustee in Trust, with power of sale, the property located in Skagit County, Washington particularly described as:

Lot 3, "THE MEADOWS- PHASE I, A PLANNED UNIT DEVELOPMENT PLAT", as per plat recorded in Volume 15 of Plats at Page 167, in the records of Skagit County, Washington.

Commonly Known As 2416 E. Meadow Blvd., Mount Vernon, WA 98273.
Parcel #: P104970

which real property is not used principally for agricultural or farming purposes, together with all the tenements, 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 performance of each agreement of Grantors herein contained, the performance of Grantors under the Promissory Note of even date herewith in the amount of \$63,736.33, and the performance of Grantors under the commercial lease between Beneficiary and Las Coronas, a sole proprietorship for which Grantors are sole proprietors (Tenant), dated July 1, 2002 for those commercial premises located at 3131 Smokey Point Drive, Suite 11, Arlington, WA 98223, which lease is for a term of 10 years, and which lease requires monthly payments at the present rate of \$4,724.96 per month, plus additional rent, and which rent escalates over the term of the lease, together with all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to the tenant and/or Grantors, or any of their successors or assigns, or additional sums owed arising from the lease, including late fees and penalties, together with interest thereon at such rate as agreed upon under the lease.

To protect the security of this Deed of Trust, Grantors 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 BENEFICIARY, and be in such companies as the BENEFICIARY may approve and have loss payable first to BENEFICIARY, as its interest may appear, and then to the Grantors. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order, as BENEFICIARY



shall determine. Such application by BENEFICIARY shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantors in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. 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.

5. Should Grantors 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 both the Grantors and BENEFICIARY, or upon satisfaction of the obligation secured and written request for reconveyance made by BENEFICIARY or the person entitled thereto.

4. Upon default by Grantors 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 BENEFICIARY. In such event and upon written request of BENEFICIARY, Trustee shall sell the trust property at public auction to the highest bidder, in accordance with the Deed of Trust Act of the State of Washington, or in the event the trust property is located in a State other than Washington, in accordance with the applicable laws of said State. 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 Grantors 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, the Deed of Trust Act of the State of Washington, or the applicable laws of the State in which the trust property is located, are 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 any action or proceeding in which Grantors, 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 named as BENEFICIARY herein.

9. Should any part of this Deed of Trust be declared invalid, the remaining parts shall remain in full force and effect.

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GRANTOR:

JOSE ANTONIO VELASCO

[Signature]
Jose Antonio Velasco

10/7/10
Date

STATE OF WASHINGTON)

) ss.

COUNTY OF Skagit)

On this day personally appeared before me Jose Antonio Velasco, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7 day of October, 2010.
(seal or stamp) **Notary Public**
State of Washington
ALYSE J LOOMIS
My Appointment Expires Jan 4, 2013
Printed name: Alyse Loomis
NOTARY PUBLIC in and for the State of
Washington, residing at Mount Vernon
Commission expires 1/4/2013

GRANTOR:

MARIA ELENA VELASCO

Maria Elena Velasco
Maria Elena Velasco

10/07/10
Date

STATE OF WASHINGTON)

) ss.

COUNTY OF Skagit)

On this day personally appeared before me Maria Elena Velasco, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of October, 2010.
(seal or stamp) **Notary Public**
State of Washington
ALYSE J LOOMIS
My Appointment Expires Jan 4, 2013
Printed name: Alyse Loomis
NOTARY PUBLIC in and for the State of
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