

Return Address:
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Seattle, WA 98101



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Skagit County Auditor

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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. 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):

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL "A" LYING NORTHEASTERLY OF A LINE DRAWN PARALLEL WITH AND 80 FEET NORTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE LINE SURVEY OF SR 5, MOUNT VERNON: BLACKBURN STREET TO SKAGIT RIVER. PARCEL "A": THAT PART OF GOVERNMENT LOT 8, SECTION 19, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS BEGINNING AT A POINT 1,155 FEET NORTH AND 282.32 FEET WEST OF THE EAST QUARTER-CORNER OF SAID SECTION 19; THENCE NORTH 100 FEET; THENCE WEST 129 FEET, MORE OR LESS, TO THE EAST LINE OF FIRST STREET, AS SAID LINE EXISTED ON DECEMBER 17, 1953; THENCE SOUTH 100 FEET; THENCE EAST 129 FEET TO THE POINT OF BEGINNING. SURVEY AF#200208120174. THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL "A" LYING NORTHEASTERLY OF A LINE DRAWN PARALLEL WITH AND 80 FEET NORTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE LINE SURVEY OF SR 5, MOUNT VERNON: BLACKBURN STREET TO SKAGIT RIVER. PARCEL "A": THAT PART OF GOVERNMENT LOT 8, SECTION 19, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS BEGINNING AT A POINT 1,155 FEET NORTH AND 282.32 FEET WEST OF THE EAST QUARTER-CORNER OF SAID SECTION 19; THENCE NORTH 100 FEET; THENCE WEST 129 FEET, MORE OR LESS, TO THE EAST LINE OF FIRST STREET, AS SAID LINE EXISTED ON DECEMBER 17, 1953; THENCE SOUTH 100 FEET; THENCE EAST 129 FEET TO THE POINT OF BEGINNING. SURVEY AF#200208120174.

Assessor's Property Tax Parcel/Account Number: P54832

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 **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: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the property located in Skagit County, Washington particularly described as:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL "A" LYING NORTHEASTERLY OF A LINE DRAWN PARALLEL WITH AND 80 FEET NORTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE LINE SURVEY OF SR 5, MOUNT VERNON: BLACKBURN STREET TO SKAGIT RIVER. PARCEL "A": THAT PART OF GOVERNMENT LOT 8, SECTION 19, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS BEGINNING AT A POINT 1,155 FEET NORTH AND 282.32 FEET WEST OF THE EAST QUARTER-CORNER OF SAID SECTION 19; THENCE NORTH 100 FEET; THENCE WEST 129 FEET, MORE OR LESS, TO THE EAST LINE OF FIRST STREET, AS SAID LINE EXISTED ON DECEMBER 17, 1953; THENCE SOUTH 100 FEET; THENCE EAST 129 FEET TO THE POINT OF BEGINNING. SURVEY AF#200208120174. THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL "A" LYING NORTHEASTERLY OF A LINE DRAWN PARALLEL WITH AND 80 FEET NORTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE LINE SURVEY OF SR 5, MOUNT VERNON: BLACKBURN STREET TO SKAGIT RIVER. PARCEL "A": THAT PART OF GOVERNMENT LOT 8, SECTION 19, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS BEGINNING AT A POINT 1,155 FEET NORTH AND 282.32 FEET WEST OF THE EAST QUARTER-CORNER OF SAID SECTION 19; THENCE NORTH 100 FEET; THENCE WEST 129 FEET, MORE OR LESS, TO THE EAST LINE OF FIRST STREET, AS SAID LINE EXISTED ON DECEMBER 17, 1953; THENCE SOUTH 100 FEET; THENCE EAST 129 FEET TO THE POINT OF BEGINNING. SURVEY AF#200208120174.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

Commonly Known As 207 W. Lawrence Steet, Mount Vernon, WA 98273.
Parcel #: P26513

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 Grantor herein contained, the performance of Grantor under the Promissory Note of even date herewith in the amount of \$63,736.33, and the performance of Grantor under the commercial lease between Beneficiary and Las Coronas, a sole proprietorship for which Grantor and her husband are sole proprietors (Tenant), dated July 1, 2002 for those commercial premises located at 3131 Smokey Point Drive, Suite 11, Arlington, WA 98223, 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 Grantor, 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, 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.



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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 Grantor. 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 Grantor 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 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 both the Grantor 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 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 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 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, 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 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 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.

GRANTOR:

MARIA ELENA VELASCO

Maria Elena Velasco
Maria Elena Velasco

10/07/10
Date

STATE OF WASHINGTON)

COUNTY OF Skagit) ss.

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)

