

When recorded return to:

MMAK, LLC
1016 S. 3rd Street
Mount Vernon, WA 98273



20101160092
Skagit County Auditor

11/16/2010 Page 1 of 5 3:11PM

Filed for Record at Request of
Land Title and Escrow
Escrow Number: N/A

Grantor: **PADILLA HEIGHTS PROPERTIES, LLC**
Beneficiary: **MMAK, LLC**

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 12th day of November, 2010 between **PADILLA HEIGHTS PROPERTIES, LLC**, a Washington Limited Liability Company, GRANTOR, whose address is 16070 Bradshaw Road, Mount Vernon, WA 98273, Land Title and Escrow, TRUSTEE, whose address is P.O. Box 445, 111 East George Hopper Road, Burlington, WA 98233 and BENEFICIARY, **MMAK, LLC**, a Washington Limited Liability Company whose address is 1016 S. 3rd Street, Mount Vernon, WA 98273.

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

Abbreviated Legal: **Portion of Lots 67, 68 and 69 "Anaco Beach) Plat:**

Lot 1, Survey #200610160102; Lot 2, Survey #200610020114; Lot 3, Survey 200610020114; Lot 4, Short Plat #ANA 08-001; Lot 5, Short Plat #ANA 08-001 and Lot 6, Short Plat #ANA 08-001

SEE ATTACHED EXHIBIT "A" HERETO FOR LEGAL DESCRIPTION

Tax Parcel Number(s): **P119973, P125346, P61871, P123273, P130147 and P130148**

which real property is not used principally for agricultural 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 of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained in this Deed of Trust, and payment of the sum of **FIVE HUNDRED FIFTY THOUSAND AND NO/100THS Dollars (\$550,000.00)** 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 **November 12, 2020**.

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. 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 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: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary) 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.

MJS MANAGING MEMBER
Grantor (Initials)

MJS MANAGING MEMBER
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.

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 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 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.

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 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.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☒ NONE

OR



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b. ☐ As set 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: November 12, 2010

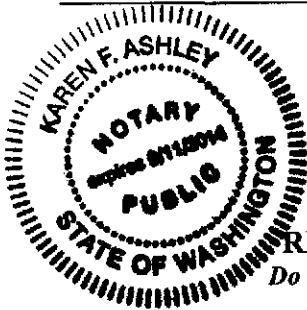
Padilla Heights Properties, LLC

Michael J. Spink
By: Michael J. Spink, Managing Member

STATE OF Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence Michael J. Spink
the person who appeared before
me, and said person acknowledged that he signed this instrument, on oath stated He is
authorized to execute the instrument and is Managing Member
of Padilla Heights Properties, LLC
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: November 12, 2010



Karen Ashley
Karen Ashley
Notary Public in and for the State of Washington
Residing at Sedro-Woolley
My appointment expires: 9/11/2014

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 _____, _____

201011160092
Skagit County Auditor

Exhibit "A"

Lot 1 (#P119973)

Lot 1 of Boundary Line Adjustment Survey recorded October 16, 2006, under Auditor's File No. 200610160102, more particularly described as follows:

Beginning at the most Southerly corner of Lot 2 of Boundary Line Adjustment recorded under Auditor's File No. 200403020078, records of Skagit County, Washington;
thence North 57°52'27" West a distance of 131.03 feet along the Northerly line of Anaco Beach Road;
thence along a curve to the right having a radius of 50.00 feet, length of 44.56 feet, and a delta angle of 51°10'43";
thence North 44°02'01" East a distance of 27.15 feet along the Easterly line of Marine Drive;
thence South 79°34'50" East a distance of 176.93 feet;
thence South 32°07'33" West a distance of 110.67 feet to the Northerly line of Anaco Beach Road and the true point of beginning;

Being a portion of Lot 2, Anacortes Short Plat 96-002, recorded December 27, 2002, under Auditor's File No. 200212270040; also being a portion of Lots 67 and 68, "ANACO BEACH, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

LOT 2 (#P125346)

That portion of Lots 67, 68 and 69, "ANACO BEACH", in Volume 5 of Plats, page 4, records of Skagit County, Washington, described as follows:

Beginning at the most Southerly corner of Lot 2 of Boundary Line Adjustment recorded under Auditor's File No. 200403020078, records of Skagit County, Washington;
thence North 32°07'33" East a distance of 110.67 feet to the point of beginning;
thence North 79°34'50" West a distance of 176.93 feet to the Easterly line of Marine Drive;
thence North 44°02'01" East a distance of 117.92 feet along the Easterly line of Marine Drive;
thence South 57°58'11" East a distance of 136.62 feet;
thence South 28°13'01" West a distance of 50.29 feet to the point of beginning.

(Also shown of record as Lot 2 of Survey recorded under Skagit County Auditor's File No. 200610020114)

Situate in the City of Anacortes, County of Skagit, State of Washington.



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EXHIBIT "A" CONTINUED

LOT 3 (#P61871)

That portion of Lots 67, 68 and 69, "ANACO BEACH", in Volume 5 of Plats, page 4, records of Skagit County, Washington, described as follows:

Beginning at the most Southerly corner of Lot 2 of Boundary Line Adjustment recorded under Auditor's File No. 200403020078, records of Skagit County, Washington;
thence North 32°07'33" East a distance of 110.67 feet;
thence North 28°13'01" East a distance of 50.29 feet to the point of beginning;
thence North 57°58'11" West a distance of 136.62 feet to the Easterly line of Marine Drive;
thence North 44°02'01" East a distance of 81.79 feet along the Easterly line of Marine Drive;
thence South 57°58'11" East a distance of 114.28 feet;
thence South 28°13'01" West a distance of 80.18 feet to the point of beginning.

(Also shown of record as Lot 3 of Survey recorded under Skagit County Auditor's File No. 200610020114)

Situate in the City of Anacortes, County of Skagit, State of Washington.

LOT 4 (#P123273)

Lot 4, City of Anacortes Short Plat number ANA 08-001, approved December 21, 2009 and recorded January 20, 2010 under Auditor's file number 201001200001, being a portion of Lot 4 of that survey recorded under Auditor's file number 200610020114 and being located within a portion of Lots 67, 68 and 69 Anaco Beach, in Volume 5 of Plats, page 4, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

LOT 5 (#P130147)

Lot 5, City of Anacortes Short Plat number ANA 08-001, approved December 21, 2009 and recorded January 20, 2010 under Auditor's file number 201001200001, being a portion of Lot 4 of that survey recorded under Auditor's file number 200610020114 and being located within a portion of Lots 67, 68 and 69 Anaco Beach, in Volume 5 of Plats, page 4, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

LOT 6 (#P130148)

Lot 6, City of Anacortes Short Plat number ANA 08-001, approved December 21, 2009 and recorded January 20, 2010 under Auditor's file number 201001200001, being a portion of Lot 4 of that survey recorded under Auditor's file number 200610020114 and being located within a portion of Lots 67, 68 and 69 Anaco Beach, in Volume 5 of Plats, page 4, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.



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