

After Recording Return To:

1162 South Burlington Blvd, LLC
1990 Hospital Drive, Suite 100
Sedro-Woolley, WA 98284



201108230080
Skagit County Auditor

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DEED OF TRUST

GRANTOR: **1162 SOUTH BURLINGTON BOULEVARD, LLC,**
a Washington limited liability company

TRUSTEE: **LAND TITLE & ESCROW COMPANY**

BENEFICIARY: **VANOY H. SMITH, MD**

Legal Description:

Abbreviated Form: Parcels "A" and "B" of that certain City of Burlington Binding Site Plan, approved February 11, 1994, and recorded May 30, 1996, as Auditor's File No. 9605300101 in Vol. 12 of Short Plats, pages 105 and 106, records of Skagit County, Washington; S5, T34N, R4E WM

Additional on: Exhibit A

Assessor's Tax Parcel No: 8010-000-001-0000; P108822;
8010-000-002-0000; P108823

THIS DEED OF TRUST, made effective the 31st day of May, 2011, between **1162 SOUTH BURLINGTON BOULEVARD, LLC**, a Washington limited liability company, as Grantor, whose address is 1990 Hospital Drive, Suite 100, Sedro-Woolley, WA 98284; **LAND TITLE & ESCROW COMPANY**, whose address is P. O. Box 445/111 E. George Hopper Road, Burlington, WA 98233, as Trustee; and **VANOY H. SMITH, MD**, as Beneficiary.

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

Those certain tracts of land described in Exhibit A attached hereto and incorporated herein by this reference.

SUBJECT TO: Reservations, restrictions and easements of record.

together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof. This instrument may, at the election of the Beneficiary, be foreclosed judicially as a mortgage pursuant to RCW 61.12.

This Deed of Trust is for the purpose of securing performance of each agreement of the Grantor herein contained and each agreement of the Grantor in accordance with the terms of that certain non-negotiable promissory note of even date herewith in the sum of **TWENTY-THREE THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS (\$23,887)** payable to Beneficiary and made by **1162 South Burlington Boulevard, LLC, a Washington limited liability company**, as Maker, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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 improvements 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 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 hazards in an amount not less than the replacement value. 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 their 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 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 hereby 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 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 portions 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 his 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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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.

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 fees; (2) to the obligation secured by this Deed of Trust; and, (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 their execution of this Deed of Trust, and such as they may have acquired thereafter. Trustee's deeds 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 bonafide 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 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, successors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. In the event of default by the Grantor in the payment of any indebtedness secured hereby or the performance of any other agreement, obligation or condition in this Deed of Trust, the Beneficiary shall be entitled to collect and retain the rents, issues and profits from said property or any part thereof, either with or without taking possession.

TRANSFER OF PROPERTY; ASSUMPTION:

1. Beneficiary may declare all sums secured by this Deed of Trust to be immediately due and payable if all or any part of the property or any interest therein is sold or transferred by Grantor without Beneficiary's prior written consent.

2. Beneficiary shall waive the option to accelerate if, prior to sale or transfer, the Beneficiary and the person to whom the property is to be sold or transferred reach an agreement, in writing, that the credit of such person is satisfactory to Beneficiary and the interest payable on the sum secured by this Deed of Trust shall be at such rate as Beneficiary requests. Beneficiary will not unreasonably withhold consent.

3. The foregoing provisions for acceleration or increase in interest rate shall not apply if: (a) the conveyance or transfer is to create a lien or encumbrance subordinate to this Deed of Trust; (b) the transfer is by devise or descent upon the death of one of the Grantor, or in trust for the benefit of the Grantor; and, (c) the transfer is by one of the Grantor to the other.

4. Any consent to transfer by Beneficiary will not relieve Grantor from liability on the debt secured by this Deed of



5. Beneficiary shall be entitled to charge a fee as a condition to such consent, such fee to be equal to the reasonable costs incurred by the Beneficiary by way of securing credit reports, financial statements, legal advice, and other costs reasonably and properly associated with the granting of such consent.

1162 SOUTH BURLINGTON BOULEVARD, LLC

By Edwin Stickle MD
H. EDWIN STICKLE, MD, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **H. EDWIN STICKLE, MD**, is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a **Member of 1162 South Burlington Boulevard, LLC**, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 31st day of July, 2011.



Sheryl L. Carman
Notary Public
Sheryl L. Carman
(Type or Print Name of Notary)
My commission expires: 10-10-11



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EXHIBIT A
(Legal Description)

Parcels "A" and "B" of that certain City of Burlington Binding Site Plan, approved February 11, 1994, and recorded May 30, 1996, as Auditor's File No. 9605300101 in Volume 12 of Short Plats, Pages 105 and 106, records of Skagit County, Washington, on the following described property:

The North 124 feet of a Tract of land in the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W. M., described as follows:

Beginning at a point on the East right-of-way line of State Highway No. 99, 30 feet East and 302.60 feet South of the Northwest corner of said subdivision; thence South $0^{\circ} 37'$ East along said State Highway right-of-way 143.65 feet to the Northwest corner of that certain tract conveyed to Emerson D. Grover and Henrietta A. Grover, his wife, by deed dated February 26, 1953, and recorded February 27, 1953, under Auditor's File No. 485371; thence South $89^{\circ} 33' 07''$ East along the North line of said Grover Tract 245.00 feet to the West line of "GILKEY'S ADDITION TO BURLINGTON", according to the plat recorded in Volume 7 of Plats, Page 29, records of Skagit County, Washington; thence North $0^{\circ} 37'$ West along the West line of said Gilkey's Addition 143.65 feet to the South line of that certain tract conveyed to Clarence Dolan and Addie Dolan, his wife, by deed dated February 14, 1950, and recorded February 25, 1950, under Auditor's File No. 442125; thence North $89^{\circ} 33' 07''$ West along the South line of said Dolan Property 245.00 feet to the point of beginning.



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