

When recorded return to:
Charles N. Mullavey
P. O. Box 70567
Seattle, Washington 98107



201205040019

Skagit County Auditor

5/4/2012 Page 1 of 7 8:46AM

Document Title: Deed of Trust

Reference Number of Related Document: N/A

Grantor: **COMMERICAL COLD STORAGE, INC., a Washington Corporation**

Grantees: **Arthur Kalberg & Karen Kalberg, husband and wife; Reidar Tynes & Linda Tynes, husband and wife; Gary Thor & Jennifer Thor, husband and wife; and Teresa Hjelle, an unmarried woman**

Assessor's Tax/Parcel Numbers: P26491

Abbreviated Legal Description: (1.7100 ac) TAX 44-45-46 BEG ON W SIDE 1ST ST 322FT W OF NW C BLK 8 RIVERSIDE ADD TH S 20 DEG W 343.34 FT TH W TO SKAGIT RIV TH NLY ALG SD RIV TAP W OF TPB LESS PTN TAX 50

Assessor's Tax/Parcel Numbers: P26504

Abbreviated Legal Description: (2.1000 ac) TAX 50 BEG AT INT OF S LI SNOQUALMIE ST & W LI 1ST ST TH S ALG W LI 1ST ST 343.34FT TPB TH S 20DEG W ALG WLY LI 1ST ST 290.14FT TO ANGLE PT IN ST LI TH S 52DEG 07FT W ALG W LI 1ST ST 56.66FT TH N 70DEG W 375FT M/L TO SKAGIT RIV TH NELY ALG

Assessor's Tax/Parcel Numbers: P26505

Abbreviated Legal Description: (0.6200 ac) TAX 51 GV LT 6 SEC 19 & NW1/4 NE1/4 SEC 30 BEG AT INT OF SNOQUALMIE ST SHWN BLK S8 & 9 RIVERSIDE ADD PROD W & WLY LI 1ST TH 20-00 W ALG WLY LI SD 1ST ST 633.48FT TO ANGLE PT 1ST ST TH S 52-07 W ALG WLY LI 1ST ST 56.68FT TPB TH S 55-04 W ALG

Assessor's Tax/Parcel Numbers: P26531

Abbreviated Legal Description: (0.3500 ac) TAX 64 BEG AT INT OF N LI SNOQUALMIE ST WI W LI 1ST ST TH NLY ALG 1ST ST 75FT T HW TO SKAGIT RIV TH ALG SD RIV TAP W OF TPB TH E TPOB

Assessor's Tax/Parcel Numbers: P26532

Abbreviated Legal Description: (0.1200 ac) TAX 65 BEG 34FT N OF INT OF S LI SNOQUALMIE ST WI W LI 1ST ST TH NLY ALG 1ST ST 26FT TH W TO SKAGIT RIV TH SLY ALG RIV TAP W OF TPB TH E TPB

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of May, 2012 between **COMMERICAL COLD STORAGE, INC., a Washington Corporation, GRANTOR**, whose address is P.O. Box 1167, Mount Vernon, Washington 98273; **CHICAGO TITLE INSURANCE COMPANY, a corporation, TRUSTEE**, whose address is 701 5th Avenue, Seattle, WA 98104; and **Arthur Kalberg & Karen Kalberg, husband and wife; Reidar Tynes & Linda Tynes, husband and wife; Gary Thor & Jennifer Thor, husband and wife; and Teresa Hjelle, an unmarried woman, GRANTEE**, whose addresses are:

Teresa Hjelle
PO Box 77004
Seattle, WA 98177-0004

Gary Thor
4326 Kiowa Drive
Mount Vernon, WA 98273

Arthur Kalberg
15023 SE 139th Place
Renton, WA 98056

Reidar Tynes
1212 Culbertson Drive
Seattle, WA 98177

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

See Exhibit A attached hereto and incorporated by this reference.

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 or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000) 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, or any of their 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 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 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:

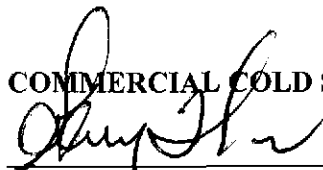
1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of 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.
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 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.

COMMERCIAL COLD STORAGE, INC.



By: Gary Thor, President



STATE OF WASHINGTON)
COUNTY OF Washington) ss.

This is to certify that on this day there appeared personally before me **Gary Thor**, the President of **COMMERCIAL COLD STORAGE, INC.**, to me known to be the individual who executed the foregoing DEED OF TRUST on behalf of **COMMERCIAL COLD STORAGE, INC.** and did acknowledge and declare to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned and that he is authorized to sign on behalf of **COMMERCIAL COLD STORAGE, INC.**

GIVEN under my hand and official seal this 20th day of March, 2012.



Kristen L. Tully
Name: Kristen L. Tully 6/9/2014
NOTARY PUBLIC in and for the State
of Washington, residing at Skagit



EXHIBIT 'A'

PARCEL A:

That portion of the Southeast Quarter of the Southeast Quarter of Section 19, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Commencing 60 feet West of the Southwest corner of Block 7, Riverside Addition to the Town of Mount Vernon, according to the plat thereof recorded in Volume 3 of Plats, page 24, said point being the intersection of the North line of Snoqualmie Street, if the same were extended, and the West line of First Street;

Thence Northerly, along the West line of said First Street, 75 feet to the Northeast corner of that certain tract of land conveyed to Stokely-Van Camp, Inc. an Indiana Corporation, by Deed recorded under Auditor's File No. 518834, records of Skagit County, Washington, and the true point of beginning;

Thence continuing Northerly along the West line of First Street, to a point 85 feet Northerly of the intersection of said West line of First Street with the North line of Broadway, if extended Westerly;

Thence Westerly, at right angles, to the Skagit River;

Thence Southerly along said river to intersect a line 75 feet Northerly of and parallel with the North line of Snoqualmie Street, if the same were extended Westerly;

Thence Easterly, along said line, to the true point of beginning.

PARCEL B:

That portion of the Southeast Quarter of the Southeast Quarter and of Government Lot 6 in Section 19, Township 34 North, Range 4 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the West line of First Street, 63.85 feet West of the Southwest corner of Block 7, Riverside Addition to the Town of Mount Vernon, according to the plat thereof recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington, and 75.00 feet Northerly, as measured along said West line, from its intersection with the North line of Snoqualmie Street if the same were extended, said point being the Northeast corner of that certain tract conveyed to Stokely-Van Camp, Inc., an Indiana corporation, by deed recorded under Auditor's File No. 518834, records of Skagit County, Washington;

thence South 20°00' West, along said Westerly line of First Street, 482.19 feet to the Northeast corner of that certain tract of land described in Contract of Sale in favor of Skagit Investors, a general partnership, recorded under Auditor's File No. 8009040009, records of Skagit County, Washington;

thence North 70°00' West, along the North line of said Skagit Investors tract, 285 feet, more or less, to the bank of the Skagit River;

thence Northerly, along the said river bank, to intersect a line 75.00 feet Northerly of, as measured parallel with said West line of First Street, and parallel with the said North line of Snoqualmie Street, if the same were extended Westerly;

thence Easterly, along said line, to the point of beginning.



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EXHIBIT "A"

EXHIBIT "A" - Continued

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PARCEL C:

That portion of the Southeast Quarter of the Southeast Quarter and of Government Lot 6 in Section 19, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the South line of Snoqualmie Street as shown fronting on Blocks 8 and 9 in Riverside Addition to the Town of Mount Vernon, produced West, and the Westerly line of First Street as established in the City of Mount Vernon, Washington;

thence South 20°00' West along the Westerly line of said First Street 343.34 feet to the true point of beginning;

thence South 20°00' West along the Westerly line of said First Street 290.14 feet to an angle point in said street line;

thence South 52°07' West along the Westerly line of said First Street 56.68 feet;

thence North 70°00' West 375 feet, more or less, to the bank of the Skagit River;

thence northeasterly along said river bank to a point which bears North 70°00' West from the true point of beginning;

thence South 70°00' East 285 feet, more or less, to the true point of beginning.

PARCEL D:

That portion of Government Lot 6 in Section 19 and of the Northwest Quarter of the Northeast Quarter of Section 30, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the South line of Snoqualmie Street as shown fronting on Blocks 8 and 9 in Riverside Addition to the Town of Mount Vernon, according to the plat thereof recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington, produced West and the Westerly line of First Street as established in the City of Mount Vernon, Washington;

thence South 20°00' West along the Westerly line of said First Street a distance of 633.48 feet to an angle point in said street line;

thence South 52°07' West along the Westerly line of said First Street a distance of 56.68 feet to the true point of beginning;

thence South 55°04' West along the Westerly line of First Street a distance of 8.47 feet;

thence South 51°49' West along the Westerly line of First Street a distance of 34.84 feet;

thence South 72°09' West a distance of 57.31 feet;

thence South 89°06' West a distance of 51.48 feet;

thence North 70°00' West a distance of 326 feet, more or less, to the bank of Skagit River;

thence Northeasterly along said river bank to a point which bears North 70°00' West from the true point of beginning;

thence South 70°00' East a distance of 375 feet, more or less, to the true point of beginning.

All situated in Skagit County, Washington

- END OF EXHIBIT 'A'



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