



201205070165

Skagit County Auditor

5/7/2012 Page

1 of 12 4:13PM

RETURN DOCUMENT TO:

Archer Legal Services
1621 Cornwall Ave
Bellingham WA 98225

ACCOMMODATION RECORDING

Use dark black ink and print legibly. Documents not legible will be rejected per RCW 65.04.045 & 65.04.047

DOCUMENT TITLE(S):

Deed of Trust

AUDITOR FILE NUMBER & VOL. & PG. NUMBERS OF DOCUMENT(S)
BEING ASSIGNED OR RELEASED:

Chicago Title has placed this
document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

Additional reference numbers can be found on page _____ of document.

GRANTOR(S)

Westview Waterfront, LLC

Additional grantor(s) can be found on page _____ of document.

GRANTEE(S):

Christopher L. Sahlin, et al
Chicago Title

Additional grantee(s) can be found on page 1 of document.

ABBREVIATED LEGAL DESCRIPTION: (Lot, block, plat name OR; qtr/qtr, section, township and range OR; unit, building and condo name.)

Lots 3 Skagit County Short
Plat No PL 07-0646 and Ptn Gov
Lot 1, 16-34-02

Additional legal(s) can be found on page _____ of document.

ASSESSOR'S 16-DIGIT GEO-PARCEL NUMBER:

P20357, P20360

Additional numbers can be found on page _____

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the
accuracy of the indexing information is that of the document preparer.

After Recording Mail to:
ARCHER LEGAL SERVICES, PS
1621 Cornwall Avenue
Bellingham, WA 98225

DEED OF TRUST

Grantor WESTVIEW WATERFRONT, LLC

Grantees CHRISTOPHER L. SAHLIN, an unmarried person, ROGER and GERRY ANNE SAHLIN, husband and wife, SIGRID (SAHLIN) HOAG, a married person as her separate estate, A.K. HEMINGWAY, F.D. SMITH, CHRISTOPHER L. SAHLIN as Trustee of the ELLIE CASSIDY HOAG EDUCATIONAL FUND/TRUST, and CHRISTOPHER L. SAHLIN as Trustee of the DYLAN CARL HOAG EDUCATIONAL FUND/TRUST

Trustee CHICAGO TITLE

Abbreviated Legal: Parcel A: within a Ptn of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ within sec 15, twp 34, rng 2
Parcel B: Gov. Lot 1, a Ptn of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ within sec 16, twp 34, rng 2

Assessor's tax parcel/Account Nos: P20357, P20360, 340215-3-001-0004 and 340216-0-001-0017

THIS DEED OF TRUST, made this 24 day of April, 2012, between WESTVIEW WATERFRONT, LLC (Grantor), CHRISTOPHER L. SAHLIN, an unmarried person, ROGER and GERRY ANNE SAHLIN, husband and wife, SIGRID (SAHLIN) HOAG, a married person as her separate estate, A.K. HEMINGWAY, F.D. SMITH, CHRISTOPHER L. SAHLIN as Trustee of the ELLIE CASSIDY HOAG EDUCATIONAL FUND/TRUST, and CHRISTOPHER L. SAHLIN as Trustee of the DYLAN CARL HOAG EDUCATIONAL FUND/TRUST (Grantees and Beneficiary), and CHICAGO TITLE (Trustee).

WITNESSETH: Grantor hereby bargains, sells, and conveys to CHICAGO TITLE, Trustee in trust with power of sale, the real property in Skagit County, Washington, as described in Exhibit A, as collateral for the outstanding amount owed to Grantees by Grantor.

Which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and the rents, issues, and profits of the property.



This Deed of Trust is for the purpose of securing performance of the Promissory Note of Grantor contained in this Deed of Trust, and payment of the balance due on the Note signed by the Grantor in favor of the respective Grantees. Currently, the total balance of the Note held by Trustee for the benefit of Grantees, representing monies owed by Grantor is the sum of One Million Five Hundred Thousand dollars, U.S. (\$1,500,000.00). All outstanding balances are in accordance with the terms of the attached Note of even date herewith, payable to Beneficiary or order, and made by Grantor and Guaranteed 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: Twenty-Five Percent of the balance of the Note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due with each Lot sale as stated in the Promissory Note.

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.

GRANTEES:



CHRISTOPHER L. SAHLIN

C. ROGER SAHLIN

GERRY ANNE SAHLIN

SIGRID (SAHLIN) HOAG

A.K. HEMINGWAY

F.D. SMITH


ELLIE CASSIDY HOAG EDUCATIONAL
FUND/TRUST

By: CHRISTOPHER L. SAHLIN, Trustee



DYLAN CARL HOAG EDUCATIONAL
FUND/TRUST

By: CHRISTOPHER L. SAHLIN, Trustee

GRANTOR:



WESTVIEW WATERFRONT, LLC

BY: Christopher Sahlin, Managing Member



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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.

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CHRISTOPHER L. SAHLIN

C. ROGER SAHLIN

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GRANTOR:

WESTVIEW WATERFRONT, LLC

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GRANTEES:

CHRISTOPHER L. SAHLIN

C. ROGER SAHLIN

GERRY ANNE SAHLIN

Sigrid (Sahlin) Hoag 4/23/12
SIGRID (SAHLIN) HOAG

A.K. HEMINGWAY

F.D. SMITH

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FUND/TRUST

By: CHRISTOPHER L. SAHLIN, Trustee

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FUND/TRUST

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GRANTOR:

WESTVIEW WATERFRONT, LLC

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FUND/TRUST

By: CHRISTOPHER L. SAHLIN, Trustee

GRANTOR:

WESTVIEW WATERFRONT, LLC

BY: Christopher Sahlin, Managing Member



IT IS MUTUALLY AGREED THAT:

7. 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.
8. By accepting payment of any sum secured by this Deed of Trust, 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.
9. 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.
10. 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.
11. 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 has 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 encumbrancers for value.
12. 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.
13. 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.



14. 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.

Dated: this 24th day of April, 2012

GRANTOR:



WESTVIEW WATERFRONT, LLC

BY: Christopher Sahlin, Managing Member

CALIFORNIA

STATE OF WASHINGTON)

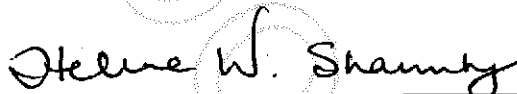
RIVERSIDE) ss.

COUNTY OF WHATCOM)

I certify that I ~~know or~~ have satisfactory evidence that CHRISTOPHER SALIN is the individual who appeared before me, and said person acknowledged that he signed this instrument to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: the 24th day of APRIL, 2012

*see attached California
Acknowledgement form for
seal.*



HELENE W. SHAMY

Notary Public in and for the State of Washington. CALIFORNIA

Residing at INDIAN WELLS, CA.

My appointment expires: 9/5/2014



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Skagit County Auditor

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of

RIVERSIDE

On APRIL 24, 2012 before me,

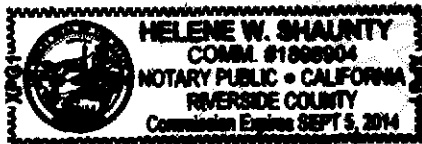
HELENE W. SHAUNTY, Notary Public

personally appeared

CHRISTOPHER SAHLIN

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Helene W. Shaunty

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

DEED OF TRUST

Document Date:

4/24/12

Number of Pages:

7

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



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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 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: _____



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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): P20357, P20360, P130447 and P130448
Tax Map ID(s): 340215-3-001-0004, 340216-0-001-0017, 340215-3-001-0104 and
340215-3-001-0204

PARCEL A:

Lot 3, SKAGIT COUNTY SHORT PLAT NO. PL07-0646 (SNEE-OOSH SHORT PLAT), approved December 13, 2010 and recorded December 15, 2010 under Auditor's File No. 201012150048 and amended by Affidavit of Minor Correction of Survey recorded under Auditor's File No. 201012280128, records of Skagit County, Washington.

Situated in Skagit County, Washington.

PARCEL B:

Government Lot 1, Section 16, Township 34 North, Range 2 East, of the Willamette Meridian;

EXCEPT the following described property:

Beginning at the southwest corner of Section 15, Township 34 North, Range 2 East, of the Willamette Meridian; thence north 3° 09' 00" east along the west line of the Southwest quarter of the Southwest quarter of said section 15, a distance of 1321.06 feet to the northwest corner of said Southwest quarter of the Southwest quarter; thence north 29° 43' 00" east along the centerline of that county Road known as Snee-Oosh Road No. 353, a distance of 900.44 feet to the true point beginning of this description; thence north 29° 43' 00" east along the centerline of said county road, a distance of 219.28 feet; thence north 89° 12' 00" west a distance of 564.83 feet; thence north 63° 42' 00" west a distance of 160.19 feet; to a point on the line of ordinary high tide; thence south 24° 33' 00" west along said line of ordinary high tide, a distance of 285.00 feet; thence south 89° 12' 00" east a distance of 718.17 feet to the true point of beginning of this description, as conveyed to G.R. Larson and Dorothy B. Larson, husband and wife, by Warranty Deed recorded January 18, 1968 under Auditor's File No. 709148, records of Skagit County, Washington;

ALSO EXCEPT any portion thereof lying within the county road now know as Snee-Oosh Road.

Situated in Skagit County, Washington



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