

When recorded return to:
RMJ Timber Resources LLC
103 Township St
Sedro Woolley, WA 98284

6/18/2012 Page 1 of 6 1:40PM
Skagit County Auditor
201206180206



CHICAGO TITLE
620015520

Filed for record at the request of:
 CHICAGO TITLE COMPANY

425 Commercial
Mount Vernon, WA 98273
Escrow No.: 620015520

DEED OF TRUST
(For use in the State of Washington Only)

THIS DEED OF TRUST, made this 15th day of June, 2012 between

RMJ Timber Resources LLC as GRANTOR(S),

whose address is 103 Township St, Sedro Woolley, WA 98284

and CHICAGO TITLE COMPANY as TRUSTEE,

whose address is 425 Commercial Street, Mount Vernon, WA 98273

and Lisa M. Janicki and Mary T. McGoffin, Co-Trustees of the Janicki Family Trust, dated May 1, 1988,
as BENEFICIARY,

whose address is 103 North Township, Sedro-Woolley, WA 98284

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of
sale, the following described real property in Skagit County, Washington:

A portion of 1-33-4, W.M. and portion of Government Lot 5, 36-34-4, W.M., as more fully described
in Exhibit "A" which is attached hereto and made a part hereof.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): P16154 330401-0-005-0001, P121653 330401-1-001-0000, P29853
340436-0-009-0005, P16164 330401-2-002-0000, P16163
330401-2-001-0001

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(s) herein
contained, and payment of the sum of Three Hundred Eighty-Nine Thousand Three Hundred
Forty-Seven And 59/100 Dollars (\$389,347.59) with interest, in accordance with the terms of a
promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and
all renewals, modifications, and extensions thereof, and also such further sums as may be advanced
or loaned by Beneficiary to Grantor(s), or any of his/her/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(s) covenant(s) and agree(s):

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(s). The amount collected under any insurance policy may be applied upon 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(s) 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(s) 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(s) 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(s) 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; 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(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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.
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 an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.



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8. 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.

9. et seq., See Addendum attached hereto and incorporated herein.

RMJ Timber Resources LLC

BY:

Robert W. Janicki, Sole Member

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Robert W. Janicki is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Sole Member of RMJ Timber Resources LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 15, 2012



Name: Marcia J. Jennings
Notary Public in and for the State of WA
Residing at: Sedro-Woolley
My appointment expires: 10/5/2012

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 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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Lisa M. Janicki and Mary T. McGoffin,
Co-Trustees of the Janicki Family Trust,
dated May 1, 1988

By: _____
Signature

Print Name

Print Title

Date

EXHIBIT "A"

For APN/Parcel ID(s): P16154, P121653, P29853, P16164, P16163, 330401-0-005-0001, 330401-1-001-0000, 340436-0-009-0005, 330401-2-002-0000 and 330401-2-001-0001

PARCEL "A":

The Southeast ¼ of the Northwest ¼ of Section 1, Township 33 North, Range 4 East, W.M., EXCEPT that portion thereof lying and being within the boundaries of the Plat of "BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington.

EXCEPT from the above, that portion conveyed to Public Utility District No. 1 of Skagit County, by deed recorded August 23, 1994 under Auditor's File No. 9408230051.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The Southwest ¼ of the Northwest ¼; the Northeast ¼ of the Southwest ¼; and the East ½ of the Northwest ¼ of the Southwest ¼, all in Section 1, Township 33 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

Government Lot 5 in Section 1, Township 33 North, Range 4 East, W.M., EXCEPT the Northeast ¼ thereof, AND EXCEPT that portion lying North of the South line of Hill Street as platted in "BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

That portion of Government Lot 4, Section 1, Township 33 North, Range 4 East, W.M., lying Westerly of the County road and South of a line 200 feet Southerly from a line running due West from the corner of Lot 33, "BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

Government Lot 3 in Section 1, Township 33 North, Range 4 East, W.M., EXCEPT those portions thereof platted as "BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington, AND EXCEPT that portion of Government Lot 3, Section 1, Township 33 North, Range 4 East, W.M., lying Southerly of the southerly line of "FIRST ADDITION BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 15, records of Skagit County, Washington and lying Southeasterly of the Southeasterly line of "BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "F":

That portion of Government Lot 5 lying South of Hill Street as set forth in the plat of Big Lake Waterfront Tracts, Section 36, Township 34 North, Range 4 East of W.M., lying Westerly of a line 660 feet East of the West line of said section.

Situate in the County of Skagit, State of Washington



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ADDENDUM TO DEED OF TRUST

The deed of Trust between RMJ TIMBER RESOURCES, L.L.C. ("Grantor") and LISA M. JANICKI AND MARY T. MCGOFFIN, AS CO-TRUSTEES OF THE JANICKI FAMILY TRUST DATED MAY 1, 1988 ("Beneficiary"), dated June 15, 2012 and to which this Addendum is attached, is continued and supplemented as follows:

9. Grantor hereby absolutely, unconditionally and immediately conveys, transfers and assigns unto Beneficiary, its successors and assigns, all the rights, interest, and privileges which Grantor, as Lessor, has and may have in the rentals or leases of the Property (including all rental arrangements including month to month tenancies or lease agreements, written or oral, all of which will be hereafter referred to as the "Leases") and including all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the premises, now existing or hereafter made and affecting the Property. In the event of default by Grantor in the payment of any indebtedness secured hereby or the performance of any other agreement, obligation or condition in this deed of trust, 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.

10. Beneficiary hereby grants to Grantor a license to collect, so long as no default occurs under the terms of said Note and Deed of Trust, said deposits, rents, income, and profits from the aforementioned leases and to retain, use, and enjoy the same; provided, however, that even before default occurs no rent shall be collected or accepted more than two (2) months in advance without the prior written consent of Beneficiary. Anything to the contrary notwithstanding, Grantor hereby assigns to Beneficiary any award made hereafter to it in any court procedure involving any of the lessees in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court; and any and all payments made by lessees in lieu of rent. Grantor hereby appoints Beneficiary as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment; provided, that so long as no default occurs under the terms of the Note and Deed of Trust, Grantor may collect and retain such award or payment the same as rent.

DUE ON SALE OR TRANSFER OF PROPERTY.

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. If Grantor, or any successor in interest to Grantor is a corporation, limited liability company or association, the sale or assignment of any



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stock, membership units or interest in such corporation, limited liability company or association (for other than security purposes) in the aggregate in excess of forty-five percent (45%) in any two-year period, shall be deemed a transfer of the property.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date and year first above set forth.

BENEFICIARY:

By: LISA M. JANICKI, Co-Trustee
Lisa M. Janicki

By: MARY T. MCGOFFIN, Co-Trustee
Mary T. McGoffin

GRANTOR:

By: ROBERT W. JANICKI
Robert W. Janicki
Its: Managing Member



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