



201206280119

Skagit County Auditor

6/28/2012 Page 1 of 5 3:52PM

After Recording Return To:

Bridge Escrow Company, PS
11040 SE 61st Place
Bellevue, WA 98006

LAND TITLE OF SKAGIT COUNTY

141280 -> T 35 805 + P 35807

DEED OF TRUST

THIS DEED OF TRUST, made this 28th day of June 2012, between Y.S RV Resort LLC, GRANTOR, HANMI LAW OFFICES, PS, a Professional Service Corporation, TRUSTEE, and DELBERT CROWDER and DELORIS CROWDER, husband & wife, and WALTER HUFFMAN and CONSTANCE HUFFMAN, husband & wife, BENEFICIARIES.

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

Legal Description:

The South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 35 North, Range 4 East, W.M.,

EXCEPT road along the West line thereof.

Situate in the County of Skagit, State of Washington.

Assessor's Property Tax Parcel/Account Number(s): 350405-2-003-0003
350405-2-005-0001

Abbreviated Legal Description: Ptn SW 1/4 Of NW 1/4, 5-35-4 E W.M.

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 purposed of securing performance of each agreement of Grantor herein contained, and, payment of the sum of **ONE MILLION THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,300,000.00)**, in accordance with the Promissory Note dated **June 28 2012**, in which the Grantor is the Guarantor of, herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as any 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.

In the event this security interest is deemed unenforceable or must be released for whatever reason without full satisfaction of the debt that it secures, the Grantor shall provide other comparable security interest in lieu of this Deed of Trust.

To protect the security of Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit to 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 assessment 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 the 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 insurance policy 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 proceedings purporting to affect the security hereof or the rights or powers of the 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 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 even 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.



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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 conclusive evidence there of in favor of bona fide purchase and encumbrances for value.

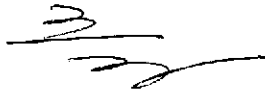
6. The power of sale conferred by this Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of death, incapacity, disability or resignation of the 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 and 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.

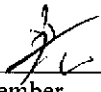
8. This Deed of Trust applies to, insures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not names as Beneficiary herein.

DATED this 28th day of June 2012.

GRANTOR: Y.S RV RESORT LLC



By: Yun Ho Chae, Managing Member



By: Soon Hee Chae, Member

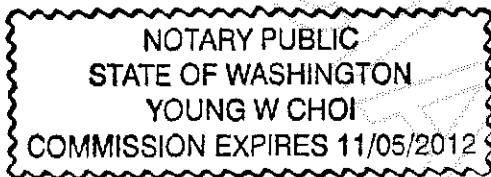



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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me YUN HO CHAE and SOON HEE CHAE to me known to be the Managing Member and Member, respectively, of Y.S RV Resort LLC, a Washington limited liability company,, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed this 2nd day of June 2012.





Young W. Choi
NOTARY PUBLIC in and for the State
of Washington, residing at: Bellevue, WA
My commission expires: 11-05-2012



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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, 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 _____,



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