

When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.  
Attention: D. Christian Addicott  
1221 Second Avenue, Suite 500  
Seattle, WA 98101



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GUARDIAN NORTHWEST TITLE CO.

105484

**DEED OF TRUST, SECURITY AGREEMENT,  
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

<b>Grantors:</b>	HARRY J. LEE; FRANK LEE; JOSEPH F. ALBANESE; BETTY E. ALBANESE; JOEL A. LEVINE AS TRUSTEE OF THE JACOB LEVINE RESIDUARY TRUST (also know of record as the JACOB H. LEVINE RESIDUARY TRUST)
<b>Grantees:</b>	1) Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY
	2) Beneficiary: STRATFORD HALL, INC.
<b>Abbreviated Legal Description</b> See EXHIBIT A for complete legal.	UNITS A101 AND A102, ADVANTAGE BUSINESS PARK CONDO
<b>Assessor's Tax Parcel ID #s:</b>	P122965, 4861-000-101-0000, P122966, 4861-000-102-0000
<b>Reference Nos. of Documents Released or Assigned:</b>	N/A

**NOTICE TO RECORDER:** THIS DOCUMENT CONTAINS A FIXTURE FILING AND SHOULD BE FILED AND INDEXED IN THE REAL ESTATE RECORDS NOT ONLY AS A DEED OF TRUST, BUT ALSO AS A FIXTURE FILING.

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING ("**Deed of Trust**"), is executed and as of March 12, 2013, by and among **HARRY J. LEE**, a married man as his separate estate, **FRANK LEE**, a married man as his separate estate, **JOSEPH F. ALBANESE** and **BETTY E. ALBANESE**, husband and wife, and **JOEL A. LEVINE as Trustee of the JACOB LEVINE RESIDUARY TRUST** (also know of record as the JACOB H. LEVINE RESIDUARY TRUST) (collectively, "**Grantor**"), whose address is c/o Frank Lee, CPA, Schwartz, Kales Accountancy Corp., 6310 San Vicente Blvd., Suite 250, Los Angeles, California 90048; **STRATFORD HALL, INC.**, a Delaware corporation ("**Beneficiary**"), whose address is c/o Frank Lee, CPA, Schwartz, Kales Accountancy Corp., 6310 San Vicente Blvd., Suite 250, Los Angeles, California 90048, and **FIRST AMERICAN TITLE INSURANCE COMPANY ("Trustee")**, as Trustee, whose mailing address is 818 Stewart Street, Suite 800, Seattle, WA 98101.

## 1. GRANT IN TRUST

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of securing payment and performance of certain "**Secured Obligations**," as defined below, Grantor hereby irrevocably and unconditionally grants, transfers, conveys and assigns to Trustee, in trust, with power of sale and right of entry and possession, and grants a security interest in, all estate, right, title and interest that Grantor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "**Collateral**"), which Collateral is not used principally or primarily for agricultural or farming purposes:

**1.1 Land.** That certain real property and all interests therein located in Skagit County, Washington, legally described in EXHIBIT A, together with all existing and future easements, access rights, appurtenances, privileges, licenses, hereditaments, franchises and tenements, including all minerals, oil, gas, and other commercially valuable substances that may be in, under or produced from any part of it (collectively, the "**Land**");

**1.2 Improvements.** All buildings, structures, and improvements now located or later to be constructed on the Land ("**Improvements**");

**1.3 Related Real Property and Improvements.** All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described above or not, that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements;

**1.4 Leases and Licenses.** All existing and future leases, subleases, subtenancies, licenses, occupancy agreements, and concessions ("**Leases**") relating to the use and enjoyment



of all or any part of the Project (defined below), and any and all deposits, guaranties and other agreements relating to or made in connection with any of the Leases;

**1.5 Goods, Materials, Fixtures, Etc.** All goods, materials, supplies, chattels, furniture, appliances, furnishings, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Project, whether stored on the Land or elsewhere, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust;

**1.6 Construction Materials and Equipment.** All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into, or installed in or about the Land or Improvements;

**1.7 Rent, Issues and Profits.** All income, rents, security or similar deposits, revenues, issues, royalties, profits, leases, earnings, products and proceeds of the Land or Improvements, including, without limitation, all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, insurance or condemnation proceeds, payments and deposits, and any proceeds from the sale of any lots comprising the Land and any Units, and any deposits on account thereof (collectively, the **"Rents, Issues and Profits"**);

**1.8 Contracts and Permits.** All construction contracts and subcontracts, permits, consulting agreements, financing commitments and agreements, joint development agreements, service and maintenance agreements, marketing and listing agreements, lot reservation agreements, purchase and sale agreements, and other existing and future contracts relating to the Project, together with all deposits, escrows, payments, or other proceeds thereunder;

**1.9 Miscellaneous Personal Property.** Any and all personal property of any kind whatsoever, whether tangible or intangible, that is used or will be used in construction of, or is or will be placed upon or is derived from or used in any connection with the use, occupancy or enjoyment of, the Land or Improvements;

**1.10 Books and Records.** All books and records pertaining to any and all of the property described above, including records stored on computer readable media, and a limited sublicense to use the computer hardware or software necessary to access such records (**"Books and Records"**);

**1.11 Additional Property.** Any additional personal property otherwise set forth herein or listed on any UCC-1 Financing Statement filed to perfect Beneficiary's security interest hereunder; and

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**1.12 Proceeds.** All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

The Land, Improvements, related real property, and all personal property now or hereafter installed on or used in connection with the Land and/or Improvements are collectively referred to herein as the **"Project."** The Project constitutes the bulk of, but not the entirety of, the Collateral.

## **2. SECURED OBLIGATIONS**

Grantor makes the grant, conveyance, transfer and assignment and grants the security interest in the Collateral, as set forth in Section 1, for the purpose of securing the following obligations (**"Secured Obligations"**) in any order of priority that Beneficiary may choose:

**2.1 Promissory Note.** Payment of all obligations at any time owing under that certain (i) Promissory Note (**"Note"**) of even date herewith in the maximum principal amount of Four Hundred Seventy Thousand Dollars (\$470,000) payable by Grantor, as maker, to the order of Beneficiary or order and (ii) any modifications, extensions or renewals of such instrument, whether or not any such modification, extension or renewal is evidenced by a new or additional instrument;

**2.2 Loan Documents.** Payment and/or performance of each and every other obligation of Grantor under the Note, this Deed of Trust, and any and all amendments, modifications, and supplements thereto, the provisions of which are incorporated herein by this reference, and the payment of each fee, cost, and expense by Grantor as set forth therein;

**2.3 Future Obligations.** Payment to Beneficiary of all future advances, indebtedness, and further sums and/or performance of such further obligations as Grantor or the then record owner of the Project or the then owner of the balance of the Collateral may undertake to pay and/or perform (whether as principal, surety, or guarantor) for the benefit of Beneficiary, its successors or assigns, when such borrowing and/or obligations are evidenced by a written instrument reciting that it or they are secured by this Deed of Trust; and

**2.4 Modifications and Amendments.** Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

All persons who may have or acquire an interest in all or any part of the Collateral will be considered to have notice of, and will be bound by, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the Secured Obligations.



### 3. GRANTOR COVENANTS

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

**3.1** To keep the Land and Improvements in good condition and repair; to permit no waste thereof; to promptly 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 Collateral.

**3.2** To pay before delinquent all lawful taxes and assessments upon the Land; and to keep the Collateral free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust. Notwithstanding the foregoing, so long as no Collateral is in danger of being lost or forfeited as a result thereof, Borrower is not required to pay such amounts if: (i) Borrower is contesting payment in good faith and by appropriate proceedings promptly instituted and diligently conducted, (ii) Borrower has given Lender notice of its action to contest such charge or claim and provided Lender with any and all information required by Lender, and (iii) Borrower has deposited with Lender a bond, letter of credit, title insurance endorsement, or other acceptable security, or has established a reserve or other appropriate provision acceptable to Lender in an amount reasonably acceptable to Lender, which amount shall not be unreasonable if it is at least 100% of the amount of the contested claim. Grantor further agrees that it shall not allow any liens or further encumbrances attach to the Collateral with the prior written consent of the Beneficiary, which consent shall not be unreasonably withheld or delayed.

**3.3** To keep all Improvements 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 Beneficiary, and be in such companies as 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 Secured Obligations in such order as Beneficiary shall determine. Such application by 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.

**3.4** 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 out-of-pocket costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

**3.5** To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the Secured Obligations and Trustee's and attorneys' fees actually incurred, as provided by statute.

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**3.6** Should Grantor fail to pay any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described within 10 days after the due date of such amount, Beneficiary may pay the same, and the amount so paid, with interest at the Default Rate set forth in the Note secured hereby, shall be added to and become a part of the Secured Obligations.

**3.7** Beneficiary shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Secured Obligations immediately due and payable upon Grantor's sale, conveyance, alienation, deed, encumbrance, pledge or transfer of the Collateral without Beneficiary's consent. This provision shall apply to every sale, conveyance, alienation, deed, encumbrance, pledge, or transfer in trust or otherwise of the Collateral regardless of whether voluntary or not, or whether or not Beneficiary has consented to any previous sale, conveyance, alienation, deed, encumbrance, pledge, or transfer of the Collateral. Beneficiary's consent to a sale, conveyance, alienation, deed, encumbrance, pledge, or transfer in trust or otherwise of the Collateral shall not be deemed to be a waiver of Beneficiary's right to require such consent to any future occurrence of same. Any sale, conveyance, alienation, deed, encumbrance, pledge, or transfer in trust or otherwise of the Collateral made in contravention of this Section 3 shall be null and void and of no force and effect.

Subject to the provisions of the Note, if all or any part of the Collateral or any interest in it is sold, pledged, encumbered, or transferred (or if a beneficial interest in Grantor is sold or transferred if Grantor is not a natural person), without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment in full of all Secured Obligations.

#### **4. Assignment of Leases and Rents.**

**4.1 Assignment.** Grantor hereby irrevocably, absolutely, presently and unconditionally transfers, sells, assigns, pledges and conveys to Beneficiary all of the right, title and interest of Grantor in and to (a) the Leases; and (b) all issues, profits, security or other deposits, revenues, royalties, accounts, rights, benefits and income of every nature of and from the Project, including, without limitation, minimum rents, additional rents, termination payments, bankruptcy claims, forfeited security deposits, damages following default and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Project; together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due; together with any award or other payment that Grantor may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving any tenant under the Leases; together with any and all payments made by or on behalf of any tenant of any part of the Project in lieu of rent; together with all rights and claims of any kind that Grantor may have against any tenant, lessee or licensee under the Leases or against any other occupant of the Project (some or all collectively, as the context may

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require, "**Rents**"). This is a present and absolute assignment of the Leases and Rents, not an assignment for security only.

**4.2 Grant of License.** Beneficiary hereby confers upon Grantor a license ("**License**") to retain possession of the Leases and collect and retain the Rents as they become due and payable, unless or until the occurrence of an Event of Default. Upon the occurrence of an Event of Default, the License shall automatically terminate without notice to Grantor, and Beneficiary may thereafter, without taking possession of the Project, take possession of the Leases and collect the Rents. Beneficiary and Grantor agree that the mere recordation of this Deed of Trust entitles Beneficiary immediately to collect and receive Rents upon the occurrence of an Event of Default, without first taking any acts of enforcement under applicable law, such as, but not limited to, providing notice to Grantor, filing foreclosure proceedings, or seeking and/or obtaining the appointment of a receiver.

**4.3 Collection and Application of Rents.**

**4.3.1 Right to Collect; Attorney-in-Fact.** Subject to the License granted to Grantor above, Beneficiary has the right, power and authority to collect any and all Rents. Grantor hereby appoints Beneficiary its attorney-in-fact, coupled with an interest, to, at such times as Beneficiary in its sole discretion may so choose, (i) demand, receive and enforce payment of any and all Rents, including past due and unpaid Rents; (ii) give receipts, releases and satisfactions for any and all Rents; (iii) sue either in the name of Grantor or in the name of Beneficiary for any and all Rents; (iv) perform any obligation, covenant or agreement of Grantor under any of the Leases, and, in exercising any of such obligations, pay all necessary costs and expenses, employ counsel and incur and pay attorneys' fees; (v) delegate any and all rights and powers given to Beneficiary by this assignment of Leases and Rents; (vi) appear in any bankruptcy, insolvency or reorganization proceeding involving any tenant under the Leases and to collect any award or payment due Grantor pursuant to any such proceeding; and/or (vii) use such measures, legal or equitable as in its discretion may carry out and effectuate the terms and intent of this assignment of Leases and Rents. All such actions shall be taken at the expense of Grantor, who agrees to reimburse Beneficiary, upon demand, for all amounts expended, including reasonable attorneys' fees, together with interest thereon from the date of expenditure at the Default Rate applicable to the Replacement Note, and shall be secured by this Deed of Trust. Notwithstanding any other provision of this Deed of Trust, all awards or payments received by Beneficiary under (vi) of this Section shall be applied to the Secured Obligations in such order as Beneficiary may elect in its sole discretion.

**4.3.2 Grantor as Trustee.** From and after the occurrence of an Event of Default, Grantor shall be the agent of Beneficiary in collection of the Rents, and any Rents so collected by Grantor shall be held in trust by Grantor for the sole and exclusive benefit of Beneficiary, and Grantor shall, within one (1) business day after receipt of any Rents, pay the



same to Beneficiary to be applied by Beneficiary as set forth below for the "Application of Rents and Other Sums."

**4.3.3 Possession of Project Not Required.** Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Project as otherwise permitted by this Deed of Trust. In Beneficiary's sole discretion, Beneficiary may choose to collect Rents either with or without taking possession of the Project. If an Event of Default occurs while Beneficiary is in possession of all or part of the Project and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary and any receiver shall nevertheless be entitled to exercise and invoke every other right and remedy afforded any of them under this Deed of Trust and at law and in equity.

**4.3.4 Application of Rents.** Beneficiary shall apply all Rents collected by it as follows:

- First, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Beneficiary or any receiver, including, without limitation, amounts expended for management, management fees for any management agent, repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums, attorneys' fees, and such other expenses as Beneficiary incurs in connection with the operation of the Project;
- Second, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose; and
- Third, to remit the remainder, if any, to the person or persons entitled to it.

**4.4 Beneficiary Not Responsible.** Under no circumstances shall Beneficiary have any duty to produce Rents from the Project. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Premises and Improvements, unless Beneficiary agrees in writing to the contrary, Beneficiary is not and shall not be deemed to be:

**4.4.1** Responsible for the control, care, management or repair of the Project;

**4.4.2** A "mortgagee in possession" for any purpose;

**4.4.3** Responsible for performing any of the obligations of the lessor under any Lease;

**4.4.4** Responsible for any waste committed by tenants, lessees, licenses or any other parties, any dangerous or defective condition of the Project, or any negligence in the management, upkeep, repair or control of the Project;

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**4.4.5** Responsible for any loss sustained by Grantor resulting from Beneficiary's failure to let the Project or from any other act or omission of Beneficiary in managing the Project or administering the Leases; or

**4.4.6** Liable in any manner for the Project or the use, occupancy, enjoyment or operation of all or any part of it.

**4.5 Consent to Payment of Rents Directly to Beneficiary.** At any time, Beneficiary may, at its option, notify any tenant or other parties of the existence of this assignment of Leases and Rents. Grantor hereby specifically authorizes, instructs and directs each and every present and future tenant, lessee and licensee of all or any part of the Premises or Improvements to pay all unpaid and future Rents to Beneficiary upon receipt of demand from Beneficiary to so pay the same, and Grantor hereby agrees that each such present and future tenant, lessee and licensee may rely upon such written demand from Beneficiary to so pay the Rents without any inquiry into whether there exists an Event of Default hereunder or under the other Loan Documents or whether Beneficiary is otherwise entitled to the Rents. No proof of the occurrence of an Event of Default shall be required. Grantor hereby waives any right, claim or demand that Grantor may now or hereafter have against any present or future tenant, lessee or licensee by reason of such payment of Rents to Beneficiary, and any such payment shall discharge such tenant's, lessee's or licensee's obligation to make such payment to Grantor.

**4.6 Leasing.** Grantor shall not accept any deposit or prepayment of Rents under the Leases for any rental period exceeding one (1) month without Beneficiary's prior written consent. Grantor shall not lease the Project or any part of it except strictly in accordance with the Loan Agreement. Grantor shall not modify, amend, or terminate a Lease existing at any time without Beneficiary's prior written consent. Grantor shall comply with and observe Grantor's obligations as landlord or as tenant, as the case may be, under any Leases. Unless otherwise directed by Beneficiary, all Leases made after the date hereof shall specifically provide that such Leases are subordinate to this Deed of Trust; that the tenant attorns to Beneficiary, such attornment to be effective upon Beneficiary's acquisition of title to the Project; that the tenant agrees to execute such further evidences of attornment as Beneficiary may from time to time request; and that the attornment of the tenant shall not be terminated by foreclosure. If Grantor becomes aware that any tenant proposes to do, or is doing, any act or thing that may give rise to any right to set-off against rent, Grantor shall (a) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, (b) notify Beneficiary thereof and of the amount of said set-offs, and (c) within twenty (20) days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

**4.7 Further Actions.** Grantor shall observe, perform, and discharge duly and punctually all material obligations, terms, covenants, conditions, and warranties to be performed

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by Grantor pursuant to the Leases. Grantor agrees to execute and deliver, at its sole cost and expense, upon Beneficiary's written request, any documents necessary to cause the specific assignment of any particular Lease or any other document or instrument, the assignment of which is necessary, proper or desirable in Beneficiary's judgment to carry out the purposes of this assignment of Leases and Rents, including, without limitation, any consents to this assignment of Leases and Rents. In addition, Grantor shall, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the landlord or any tenant thereunder, and shall pay on demand all costs and expenses, including, without limitation, attorneys' fees that Beneficiary may incur in connection with Beneficiary's appearance, voluntary or otherwise, in any such action or proceeding, together with interest thereon at the Default Rate under the Replacement Note from the date incurred by Beneficiary until repaid by Grantor.

**4.8 Rights of Beneficiary.** Termination of the License shall be without prejudice to Beneficiary. The rights of Beneficiary under this Section and elsewhere in this Deed of Trust are cumulative and concurrent, may be pursued separately, successively or together, and may be exercised as often as occasion therefor shall arise, it being agreed by Grantor that the exercise of any one or more of the rights provided for herein shall not be construed as a waiver of any of the other rights or remedies of Beneficiary, at law or in equity or otherwise, so long as any Secured Obligation remains unsatisfied.

**4.9 Definitions.** For purposes of this Section 4: (i) **"Leases"** shall mean all existing and future leases, subleases, subtenancies, licenses, rental agreements, occupancy agreements, and concessions relating to the use and enjoyment of or affecting all or any part of the Project, and any and all guaranties, extensions, renewals, replacements and modifications thereof, and all other agreements relating to or made in connection therewith; and (ii) **"Rents"** shall have the meaning set forth in Section 4.1, above.

## **5. ADDITIONAL TERMS**

**5.1** In the event any portion of the Collateral is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the Secured Obligations, shall be paid to Beneficiary to be applied to said obligations.

**5.2** 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.

**5.3** Beneficiary shall cause the Trustee to fully reconvey this Deed of Trust upon satisfaction of all obligations secured hereby.

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5.4 Upon the occurrence of an **"Event of Default,"** as defined under the Note, and after passage of any appropriate cure periods, all sums secured hereby shall immediately become due and payable at the option of 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: (a) to the expense of sale, including a reasonable Trustee's fee and attorneys' fee; (b) to the obligation secured by this Deed of Trust; and (c) the surplus, if any, shall be distributed to the persons entitled thereto.

5.5 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 purchasers and encumbrancers for value.

5.6 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.

5.7 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. 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 party unless such action or proceeding is brought by Trustee.

5.8 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.

5.9 The obligations of each Grantor under this Deed of Trust are joint and several with, and separate, independent and distinct from, the obligations of each other Grantor or any other person. If any Grantor is an individual and resides in a community property state, then, unless such Grantor's obligations hereunder are otherwise limited by a specific annotation either on the first page of this Deed of Trust or following Grantor's signature below, any married person who signs this Deed of Trust warrants that it is an obligation incurred on behalf of his or her marital community and agrees that this Deed of Trust shall bind the marital community.

5.10 This Deed of trust may be executed in one or more counterparts with the same force and effect as a single, executed original.

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EXECUTED as of the day and year first above written.

GRANTOR:

HARRY J. LEE

a married man as his separate estate

FRANK LEE

a married man as his separate estate

JOSEPH F. ALBANESE

BETTY E. ALBANESE

JOEL A. LEVINE as Trustee of the  
JACOB LEVINE RESIDUARY TRUST

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**GRANTOR:**

\_\_\_\_\_  
HARRY J. LEE  
a married man as his separate estate

\_\_\_\_\_  
FRANK LEE  
a married man as his separate estate

\_\_\_\_\_  
JOSEPH F. ALBANESE

\_\_\_\_\_  
BETTY E. ALBANESE

\_\_\_\_\_  
JOEL A. LEVINE as Trustee of the  
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EXECUTED as of the day and year first above written.

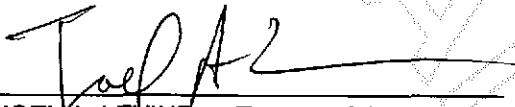
**GRANTOR:**

\_\_\_\_\_  
HARRY J. LEE  
a married man as his separate estate

\_\_\_\_\_  
FRANK LEE  
a married man as his separate estate

\_\_\_\_\_  
JOSEPH F. ALBANESE

\_\_\_\_\_  
BETTY E. ALBANESE

  
\_\_\_\_\_  
JOEL A. LEVINE as Trustee of the  
JACOB LEVINE RESIDUARY TRUST

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SS.

I certify that I know or have satisfactory evidence that HARRY J. LEE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13<sup>th</sup> day of March, 2013.



*Ofelia Maristela*

Printed Name OFELIA MARISTELA  
NOTARY PUBLIC in and for the State of CALIFORNIA, residing  
at 23214 VALERIO ST. WEST HILLS, CA 91307  
My Commission Expires 4/8/15

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SS.

I certify that I know or have satisfactory evidence that FRANK LEE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13<sup>th</sup> day of March, 2013.



*Ofelia Maristela*

Printed Name OFELIA MARISTELA  
NOTARY PUBLIC in and for the State of CALIFORNIA, residing  
at 23214 VALERIO ST. WEST HILLS CA 91307  
My Commission Expires 4/8/15

Deed of Trust

ND: 20682.002 4829-2279-4003v1 3/12/13



201303290148  
Skagit County Auditor

STATE OF Texas  
COUNTY OF Travis

SS.

I certify that I know or have satisfactory evidence that JOSEPH F. ALBANESE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13<sup>th</sup> day of March, 2013.



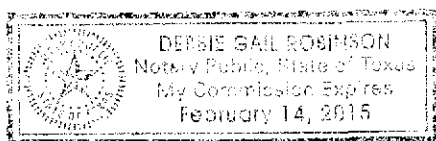
Debbie Gail Robinson  
Printed Name Debbie Gail Robinson  
NOTARY PUBLIC in and for the State of Texas, residing  
at 3801 N. CAP of TX Hwy Ste E240  
My Commission Expires 2-14-2015

STATE OF Texas  
COUNTY OF Travis

SS.

I certify that I know or have satisfactory evidence that BETTY E. ALBANESE is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13<sup>th</sup> day of March, 2013.



Debbie Gail Robinson  
Printed Name Debbie Gail Robinson  
NOTARY PUBLIC in and for the State of Tex, residing  
at 3801 N. CAP of TX Hwy Ste E240  
My Commission Expires 2-14-2015

Deed of Trust

ND: 20682.002 4829-2279-4003v1 3/13/13



201303290148  
Skagit County Auditor



STATE OF California  
COUNTY OF Los Angeles

} SS.

I certify that I know or have satisfactory evidence that JOEL A. LEVINE as Trustee of the JACOB LEVINE RESIDUARY TRUST is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13 day of March, 2013.



Julia Sima Levine  
Printed Name Julia Sima Levine  
NOTARY PUBLIC in and for the State of California, residing  
at Los Angeles County  
My Commission Expires October 8, 2016



**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

UNITS A101 AND A102, ADVANTAGE BUSINESS PARK CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED JUNE 1, 2005, UNDER AUDITOR'S FILE NO. 200506010111, AND SURVEY MAP AND PLANS RECORDED JUNE 1, 2005, UNDER AUDITOR'S FILE NO. 200506010112, RECORDS OF SKAGIT COUNTY, WASHINGTON.

*Deed of Trust*

ND: 20682.002 4829-2279-4003v1 3/13/13

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Skagit County Auditor