

Return Address:

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Lynn Hurst

Montgomery, Purdue, Blankinship & Austin,

P.L.L.C.

5500 Columbia Center 701 Fifth Avenue Seattle, WA 98104-7096

GUARDIAN NORTHWEST TITLE CO.

Deed of Trust

106983-2

Reference Number(s) of related document(s): n/a

Grantor: Joshua Sanford

Grantee: Dahlgren Family LLC #3

Legal Description (abbreviated): Portion of the NE ¼ of the SE ¼, Section 18, Township 34 North, Range

4 East, W.M.

Full legal(s) on Exhibit

Assessor's Tax Parcel ID Number: P26200, 340418-0-108-0007.

THIS DEED OF TRUST, made this 21 day of May, 2014, between Joshua Sanford, an unmarried person, Grantor, First American Title, a corporation, Trustee, whose address is 1301B Riverside Drive, Mount Vernon, WA 98273, and Dahlgren Family LLC #3, Beneficiary,

WITNESSETH: Grantors hereby bargain, sell and convey to Trustee in Trust, with power of sale, the following-described real property in Skagit County, Washington:

See Exhibit A attached hereto

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 Four Hundred Five Thousand Dollars (\$405,000) 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 hereof, 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:

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- 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.
- 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 Teust.
- 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 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. Annually (or more frequently at the written request of Beneficiary) Grantor shall provide to Beneficiary a certificate from the insurance company or broker confirming the existence of such coverage. 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, utility billings, 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.
- 7. To make no change, alteration or improvement of the property hereinabove described without first obtaining the written consent of Beneficiary
- 8. Grantor agrees to defend, indemnify and hold Beneficiary (and its manager(s), member(s) and successors) from all claims, liability, damages expenses and causes of action of all kinds, from the legal or physical condition of the Property, future, present and past including, without limitation, any claim or assertion of the presence of any pollutant or contamination on or in the Property. Grantor's covenant in this paragraph shall survive any termination or reconveyance of this deed of trust and shall remain effective thereafter.

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.

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- 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.
- 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.
- 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 bota 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 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.
- 9. In the event of a transfer of the Property or any portion thereof or any interest therein or in the event there is any lien on the Property other than this deed of trust and the lien of non-delinquent taxes regardless whether senior or junior in priority or right to this deed of trust, without the prior written consent of the Beneficiary, the entire balance of principal and interest due hereunder shall at the option of the Beneficiary, without demand or notice, become immediately due and payable. "Transfer" shall not include the leasing for a term of less than ten (10) years of portions of the Property to this parties.

Joshua Sanford, Grantor

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| STATE OF WASHINGTON |) |
|---|--|
| COUNTY OF SVAONT |) ss.) |
| | , |
| I certify that I know or have sa before me, and said person acknowledg and voluntary act for the uses and purpo | etisfactory evidence that Joshua Sanford is the person who appeared ed that he signed this instrument and acknowledged it to be his free see mentioned in this instrument. |
| |) |
| Dated 3-21-14 | |
| LY JUNIOTARY | Halitell |
| ST NOTARY | NOTARY PUBLIC, State of Washington My appointment expires \-\-\-\- |
| L L UNBYIC 121 | wy appointment expires 1. [-15] |
| \ (0\\ . o7 2015 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | ST FOR FULL RECONVEYANCE |
| OF WASHING not record. | To be used only when note has been paid. |
| TO: TRUSTEE. | |
| The undersigned is the legal of | waer and holder of the note and all other indebtedness secured by |
| the within deed of trust. Said Note, tog | ether with all other indebtedness secured by said Deed of Trust, has are hereby requested and directed, on payment to you of any sums |
| owing to you under the terms of said l | Deed of Trust, to cancel said note above mentioned, and all other |
| Deed of Trust, and to reconvey, without | part Deed of Trust delivered to you herewith, together with the said was warranty, to the parties designated by the terms of said Deed of |
| Trust, all the estate now held by you the | reunder. |
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| Dated: | |
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Exhibit A Legal Description

The North 165 feet of that portion of the North 1/2 of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M., lying West of Parcel A as described in Stipulated Judgment and Decree of Appropriation, filed April 24, 1974 in Skagit County Superior Court Cause No. 34117, and lying East of Line 2 as described in Stipulated Judgment and Decree of Appropriation as to Item No. 1 filed April 21, 1975 in Skagit County Superior Court Cause No. 34431; EXCEPT the North 50 feet thereof as described in said Stipulated Judgment and Decree of Appropriation as Parcel B in said Skagit County Superior Court Cause No. 34117. (Also known as Tract A of that certain Survey recorded April 22, 1983, in Volume 5 of Surveys, page 5, under Auditor's File No. 8304220009.) Situated in the State of Washington, County of Skagit.

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