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Skagit County Auditor

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AFTER RECORDING, RETURN TO:  
**CRAIG SJOSTROM**  
Attorney at Law  
1204 Cleveland Ave, Mount Vernon, WA 98273

FILE NO. 15-052

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

**GRANTOR(S) (Borrowers):** 1162 South Burlington Boulevard LLC  
**GRANTEE(S) (Secured Parties):** Sue Ann Jacobsen  
**GRANTEE(S) (Trustee):** Guardian Northwest Title  
**TAX PARCEL #:** P108822 & P108823  
**LEGAL DESCRIPTION:** Parcels A & B, Burlington BSP AFN 9605300101, ptn N ½ NW ¼ SW ¼ 5-34N-4EWM

**REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED: N/A**

THIS DEED OF TRUST is made this 31<sup>st</sup> day of March, 2015, between 1162 South Burlington Boulevard LLC, whose address is 1990 Hospital Drive, Suite 100, Sedro-Woolley, WA 98284; Guardian Northwest Title & Escrow, TRUSTEE, whose address is 1301-B Riverside Drive, Mount Vernon, WA 98273, and Sue Ann Jacobsen, BENEFICIARY, whose address is 972 Blockhouse Road, Coupeville, WA 98239. WITNESSETH:

Grantor hereby bargains, sells and conveys to Trustee in Trust, with **power of sale**, the following described real property in **Skagit County**, Washington:

A 25% undivided interest in and to the following described property:

Parcels "A" and "B" of that certain City of Burlington Binding Site Plan, approved February 1<sup>st</sup>, 1994 and recorded May 30<sup>th</sup>, 1996 under Skagit County, Wash. Auditor's File No. 9605300101 in Volume 12 of Short Plats, pages 105 and 106, records of Skagit County, Wash., being on the following described property:

The North 124 feet of a tract of land in the North ½ of the Northwest ¼ of the Southwest ¼ of Section 5, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East right-of-way line of State Highway No. 99, which lies 30 feet East and 302.60 feet South of the Northwest corner of said subdivision;  
thence South 0° 37' East along said State Highway right-of-way a distance of 143.65 feet to the Northwest corner of that certain tract conveyed to Emerson D. Grover and Henrietta A. Grover, his wife, by deed dated February 26<sup>th</sup>, 1953 and recorded on February 27<sup>th</sup>, 1953 under Skagit County Auditor's File No. 485371;  
thence South 89° 33' 07" East along the North line of the said Grover tract a distance of 245.00 feet to the West line of "GILKEY'S ADDITION TO BURLINGTON", according to the plat thereof recorded in Volume 7 of Plats, page 29, records of Skagit County, Wash.;  
thence North 0° 37' West along the West line of said Gilkey's Addition a distance of 143.65 feet to the South line of that certain tract conveyed to Clarence Dolan and Ann Dolan, his wife, by deed dated February 14<sup>th</sup>, 1950 and recorded February 25<sup>th</sup>, 1950, under Skagit County Auditor's File No. 442125;  
thence North 89° 33' 07" West along the South line of the said Dolan Property a distance of 245.00 feet to the point of beginning.

SUBJECT TO covenants, conditions restrictions and easements as set forth in Exhibit "A" to that certain instrument dated November 2<sup>nd</sup>, 2004 and recorded under Skagit County Auditor's File No. 200411150139.

Which property is not used principally for agricultural activities, 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 Two Hundred Seventy Thousand Dollars (\$270,000.00) 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 thereof, 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:

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, flood, 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 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. If Beneficiary institutes any suit or action to enforce any of the terms of this Deed of Trust, Beneficiary shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Beneficiary, which in Beneficiary's opinion are necessary at any time for protection of its interests or the enforcement of its rights, shall become part of the indebtedness payable on demand and shall bear interest at the same rate as provided in the Promissory Note from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Beneficiary's attorneys' fees whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction) appeals, and any anticipated post-judgment collection services, the costs of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees (including those related to any action for a deficiency judgment), title insurance and fees for the trustee, to the extent permitted by applicable law. Grantors also will pay any court costs, in addition to all of the sums provided by law.

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.

7. Beneficiary may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer of all or any part of the real property, or any interest therein, without the Beneficiary's prior written consent. A "sale or transfer" means the conveyance of any property or any right, title or interest therein; whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease option contract; sale, assignment or transfer of any beneficial interest in or to any land trust holding title to the real property or any other method of conveyance of real property interests. A sale of the partnership or any portion thereof by the existing partners shall also constitute a "sale or transfer." However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal or Washington law.

**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.

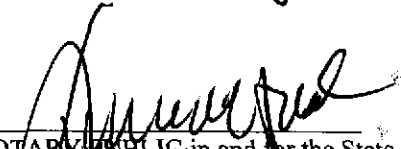
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

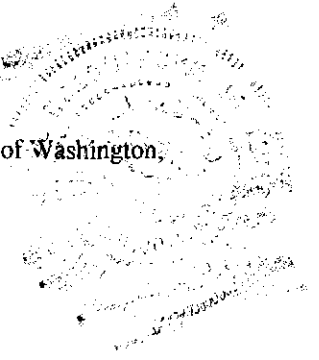
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall 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.



liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf thereof.

GIVEN under my hand and official seal this 28 day of April, 2015.

  
NOTARY PUBLIC in and for the State of Washington  
residing at 115 Venon  
My commission expires 12/1/17  
Name: Charles S Vandayou



UNOFFICIAL DOCUMENT

**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 \_\_\_\_\_, 20\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_

\_\_\_\_\_  
(Name)