



Skagit County Auditor  
5/15/2015 Page

1 of

5 3:30PM

\$77.00

When recorded return to:

Michael A. Winslow, Attorney-at-Law  
1204 Cleveland Ave.  
Mount Vernon, WA 98273

**CHICAGO TITLE**  
**620023291**

**DEED OF TRUST**

Grantors: **BACKLAND ENTERPRISES LLC**

Grantees: **TRAVIS J. BURNEY AND BARBARA S. BURNEY, Husband and Wife**

**Legal Description:**

Lots 5, 6, 7, 8, 9, 10, 11 and 12, TOGETHER WITH the vacated alley lying immediately to the South of said lots; ALSO, that portion of Lots 13, 14, 15, 16, 17, 18, 19 and 20, lying North of a line running due East from a point 141.51 feet South of the Northwest corner of Lot 5; ALSO, Lot 4, EXCEPT that portion thereof and of the vacated alley adjoining said Lot 4, lying West of the following described line:

Beginning at a point on the North line of said Lot, 16 feet East of its Northwest corner;  
Thence South parallel with the West line of said lot, 50 feet;  
Thence South 13 degrees 24' East 59.66 feet, more or less, to the point where the East line of said lot, if produced South, intersects the centerline of the vacated alley through Block 10; ALL in Block 10, WOOLLEY, THE HUB OF SKAGIT COUNTY, according to the plat thereof, recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Assessor's Property Tax Parcel No: **P77517 / 4177-010-020-0004**

Documents Assigned or Released: NA

THIS DEED OF TRUST, made this 14<sup>th</sup> day of May, 2015 between

**BACKLAND ENTERPRISES LLC**, a Washington limited liability company, as GRANTOR, whose address is: 221 Woodworth Street Sedro Woolley WA 98284  
And **CHICAGO TITLE OF MOUNT VERNON, WASHINGTON**, as TRUSTEE, whose address is: 425 Commercial St., Mount Vernon, WA 98273 and  
**TRAVIS J. BURNEY AND BARBARA S. BURNEY**, husband and wife, as BENEFICIARY, whose address is: 23495 Bassett Road, Sedro Woolley, WA 98284

Grantor(s) hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the following described property in 221 Woodworth St., Sedro Woolley, Skagit County, Washington:

Lots 5, 6, 7, 8, 9, 10, 11 and 12, TOGETHER WITH the vacated alley lying immediately to the South of said lots; ALSO, that portion of Lots 13, 14, 15, 16, 17, 18, 19 and 20, lying North of a line running due East from a point 141.51 feet South of the Northwest corner of Lot 5; ALSO, Lot 4, EXCEPT that portion thereof and of the vacated alley adjoining said Lot 4, lying West of the following described line:

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Situated in Skagit County, Washington.

TOGETHER WITH all the tenements hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor(s) incorporated by reference or contained herein and payment of the sum **FIVE HUNDRED EIGHT THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$508,500.00)** with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor(s); all renewals, modifications or 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.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 35 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor(s) hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25th) day of July, 1968, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S
Adams	2 of Record. Instr.	513-16	122987	Lewis	7 of Official Rec.	839-842	725562
Asotin	Microfilmed under Auditor's No.		101896	Lincoln	107 of Mortgages	776-779	316596
Benton	241 of Official Rec.	695A-C	592931	Mason	Reel 48	Frame 835-838	236038
Chelan	688 of Official Rec.	1682-1685	681844	Okanogan	121 of Mortgages	517-519A	560658
Clallam	315 of Official Rec.	195-198	383176	Pacific	213 of Official Rec.	649-652	55707
Clark	Aud. Microfilm No.	702859-702862	G-519253	Pend Oreille	27 of Mtgs.	8-11	126854
Columbia	49 of Deeds	198-201	F 3115	Pierce	1254 of Mtgs.	707-710	2250799
Cowlitz	747 of Official Rec.	234-237	675475	San Juan	28 of Mtgs.	459-462	69282
Douglas	125 of Mortgages	120-123	151893	Skagit	19 of Official Rec.	80-83	716277
Ferry	28 of Deeds	413-416	153150	Skamania	47 of Mtgs.	41-44	70197
Franklin	11 of Official Rec.	138-141	309636	Snohomish	233 of Official Rec.	540-543	2043549
Garfield	Microfilmed under Auditor's No.		13044	Spokane	14 of Official Rec.	1048-1051	376267C

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S
Grant	44 of Rec. Doc.	373-376	538241	Stevens	109 of Mtgs.	394-397	390635
Grays Harbor	21 of General	31-34	207544	Thurston	454 of Official Rec.	731-734	785350
Island	181 of Official Rec.	710-713	211628	Waukiakum	17 of Mortgages	89-92	24732
Jefferson	4 of Official Rec.	316-319	196853	Walla Walla	308 of Mtgs.	711-714	495721
King	5690 of Mtgs.	436-439	6382309	Whatcom	82 of Official Rec.	855-858	1047522
Kitsap	929 of Official Rec.	480-483	934770	Whitman	1 of Misc.	291-294	382282
Kittitas	111 of Mortgages	361-364	348693	Yakima	712 of Official Rec.	147-150	2170555
Klickitat	101 of Mortgages	107-110	131095				

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor(s) acknowledges receipt of such Master Form Deed of Trust.

The property which is the subject of this Deed of Trust is not used principally or primarily for agriculture or farming purposes.

The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

WITNESS the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

GRANTOR: Backland Enterprises LLC

By: *Donald L. Beaver*  
 Its: Member

STATE OF WASHINGTON

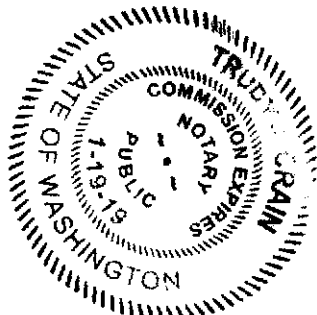
COUNTY OF Skagit

ss.

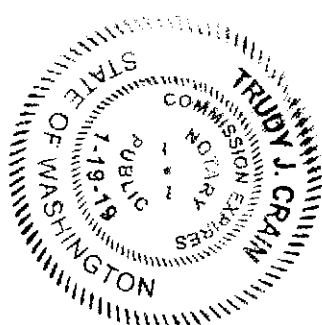
*or Maria Lynn Nelson*

On this day personally appeared before me **DONALD L. BEAVER** to me known to be the managing member (or other authorized officer or agent, as the case may be) of Backland Enterprises, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated: 5-14-15



*Trudy J. Crain*  
 Notary name printed or typed: Trudy J. Crain  
 Notary Public in and for the State of Washington  
 Residing at Oak Harbor  
 My appointment expires: 1-19-19



## EXHIBIT A

### LEGAL DESCRIPTION

Lots 5, 6, 7, 8, 9, 10, 11 and 12, TOGETHER WITH the vacated alley lying immediately to the South of said lots; ALSO, that portion of Lots 13, 14, 15, 16, 17, 18, 19 and 20, lying North of a line running due East from a point 141.51 feet South of the Northwest corner of Lot 5; ALSO, Lot 4, EXCEPT that portion thereof and of the vacated alley adjoining said Lot 4, lying West of the following described line:

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Tax Parcel Number(s): P77517 / 4177-010-020-0004

### DEED OF TRUST RIDER

The following is part of the Limited Practice Board Short Form Deed of Trust, LPB Form No. 20-05 (the "Deed of Trust") dated \_\_\_\_\_, by and between

BACKLAND ENTERPRISES LLC ("Grantor"),

CHICAGO TITLE OF MT. VERNON ("Trustee"), and

TRAVIS J. BURNEY AND BARBARA S. BURNEY ("Beneficiary").

The parties hereby incorporate the following modifications into the Deed of Trust:

1. **New Subsection 1(e)**. The following Subsection 1(e) is hereby added to the Deed of Trust:

- (e) All inventory, equipment, goods, supplies and materials now or hereafter owned by Grantor and located at or on or used in connection with the property, and all present and future accounts, general intangibles, chattel paper, documents, instruments, deposits accounts, money, contract rights, insurance policies, and all proceeds, products, substitutions and accessions therefor and thereto. This Deed of Trust is intended to constitute a security agreement under the Uniform Commercial Code of Washington, and a UCC-2 Fixture Filing.

2. **Section 5**. Section 5 of the Deed of Trust is hereby amended to provide that the amount of late charge shall be five cents (\$0.05) per dollar, but if any different amount is provided in the promissory note, the amount in the promissory note shall control.

3. **Subsection 25(c)**. Subsection 25(c) of the Deed of Trust is hereby amended to read:

- (c) the property is sold or transferred without the Holder's consent,

4. **New Subsection 25(e)**. The following Subsection 25(e) is hereby added to the Deed of Trust:

- (e) in one or more transaction, fifty percent (50%) or more of the stock, ownership, or partnership interests in, or the right to control, the Grantor is sold or transferred without the Holder's consent.

INITIALS: BUYER



DATE:

5-14-15

SELLER



DATE:

5-14-15

BUYER

MUN

DATE:

5-14-15

SELLER

BB

DATE:

5-14-15