

AFTER RECORDING RETURN TO:

Northwest Baptist Foundation  
3200 NE 109th Avenue  
Vancouver, WA 98682-7749



Skagit County Auditor \$81.00  
2/25/2016 Page 1 of 8 3:11PM

### DEED OF TRUST

Assessor's Tax Parcel No(s): **P71890, P108117, P71894 and P71893**

Abbreviated Legal Description: **Lots 1 Thru 10 & 16 Thru 20, Blk 89, Amended Burl.**

\*\*\*\*\*

THIS DEED OF TRUST, made this the X23<sup>rd</sup> day of February, 2016 by and between **CALVARY BAPTIST CHURCH - BURLINGTON**, a Washington nonprofit religious corporation (UBI Number: 60190932; Federal Tax Identification Number: 91-1134853) having its principal place of business at 324 Avon Ave, Burlington, Washington 98233, **GRANTOR, STEWART TITLE GUARANTY COMPANY**, a corporation, whose address is 1420 Fifth Avenue, Suite 440, Seattle, Washington 98101, **TRUSTEE**, and **NORTHWEST BAPTIST FOUNDATION**, an Oregon nonprofit religious corporation (Registry Number: 056776-12; Federal Tax Identification Number: 93-6034550) having its principal place of business at 3200 NE 109<sup>th</sup> Avenue, Vancouver, Washington 98682, **BENEFICIARY**.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, WITH POWER OF SALE, the following described real property situate in Skagit County, State of Washington:

PARCEL "A": **154346**

*Land Title and Escrow*

**Lots 1 through 10, inclusive, Block 89, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, Page 17, records of Skagit County, Washington.**

**Situate in the City of Burlington, County of Skagit, State of Washington.**

**PARCEL "B":**

**Lots 16 through 20, inclusive, Block 89, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, Page 17, records of Skagit County, Washington.**

**EXCEPT the South 60 feet thereof.**

**Situate in the City of Burlington, County of Skagit, State of Washington.**

**PARCEL "C":**

**The South 60 feet of Lots 16, 17, 18, 19 and 20, Block 89, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, Page 17, records of Skagit County, Washington.**

**Situate in the City of Burlington, County of Skagit, State of Washington.**

**Assessor's Tax Parcel No(s): P71890, P108117, P71894 and P71893**

which real property is not used principally for agricultural or farming purposes, TOGETHER WITH all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed of trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of **TWO HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$267,500.00 USD)** with interest thereon, 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 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 Beneficiary as its interest may appear and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured 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 Grantor in any and all 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 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 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 by 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 thereof 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. 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 Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by 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 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 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 Grantor's execution of this Deed of Trust, and such as Grantor 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 encumbrances 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, or at its options, 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.
9. If Grantor ceases to cooperate with Northwest Baptist Convention/Southwest Washington Baptist Association, pursuant to the Special Covenant set forth in the herein-described promissory note, as applicable, the loan can be called and upon call will be due and payable.

SEE SIGNATURES NEXT PAGE

**CALVARY BAPTIST CHURCH - BURLINGTON**

x Arvid Alfred Helgeson  
By: Arvid Alfred  
Its: Trustee

x Don Helgeson  
By: Don Helgeson  
Its: Trustee

x Jim Lawson  
By: Jim Lawson  
Its: Trustee

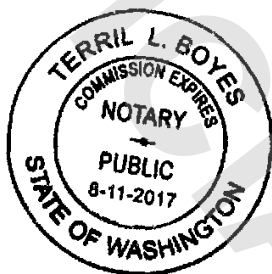
Michael Killien  
By: Mike Killien  
Its: Trustee

## ACKNOWLEDGMENTS

STATE OF WASHINGTON       )  
  ss.  
County of Skagit            )

I certify that I know or have satisfactory evidence that **Arvid Alfred** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as TRUSTEE of **CALVARY BAPTIST CHURCH - BURLINGTON**, a WASHINGTON nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: February 23<sup>rd</sup>, 2016



Terril L. Boyes

### NOTARY PUBLIC

In and for the State of WASHINGTON

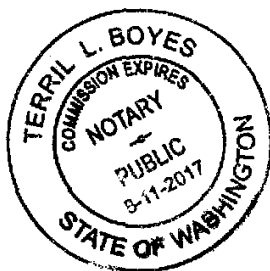
Residing at: Monroe

My Commission Expires: 8-11-17

STATE OF WASHINGTON       )  
  ss.  
County of Skagit            )

I certify that I know or have satisfactory evidence that **Don Helgeson** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as TRUSTEE of **CALVARY BAPTIST CHURCH - BURLINGTON**, a WASHINGTON nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: February 23<sup>rd</sup>, 2016



Don Helgeson

### NOTARY PUBLIC

In and for the State of WASHINGTON

Residing at: Monroe

My Commission Expires: 8-11-17

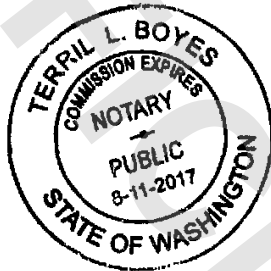
STATE OF WASHINGTON )

ss.

County of Skagit )

I certify that I know or have satisfactory evidence that **Jim Lawson** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as TRUSTEE of **CALVARY BAPTIST CHURCH - BURLINGTON**, a WASHINGTON nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: February 23<sup>rd</sup>, 2016



Terril L. Boyes

NOTARY PUBLIC

In and for the State of WASHINGTON

Residing at: None

My Commission Expires: 8-11-17

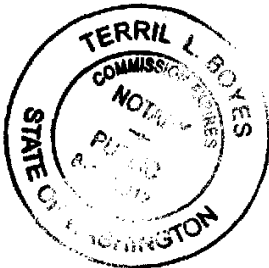
STATE OF WASHINGTON )

ss.

County of Skagit )

I certify that I know or have satisfactory evidence that **Mike Killien** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as TRUSTEE of **CALVARY BAPTIST CHURCH - BURLINGTON**, a WASHINGTON nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: February 23<sup>rd</sup>, 2016



Terril L. Boyes

NOTARY PUBLIC

In and for the State of WASHINGTON

Residing at: None

My Commission Expires: 8-11-17

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: \_\_\_\_\_  
\_\_\_\_\_