



Skagit County Auditor  
3/7/2016 Page

1 of 5 10:39AM \$77.00

**Document Title:**

Mortgage Deed

**Reference Number:**

**Grantor(s):**

additional grantor names on page \_\_\_\_

1. Darrel Chard

2.

**Grantee(s):**

additional grantee names on page \_\_\_\_

1. Jason Kitzman

2. JHJK LLC

**Abbreviated legal description:**

full legal on page(s) \_\_\_\_

Burlington Lots 1& 2 Block 45 DK 12 and Burlington Lots 3 & 4 Block 45 DK 12

**Assessor Parcel / Tax ID Number:**

additional tax parcel number(s) on page \_\_\_\_

Assessor Parcel #P71600 and P71601

UNOFFICIAL DOCUMENT

## **MORTGAGE DEED**

**THIS MORTGAGE DEED** (the "Mortgage") is made and entered on January 11, 2016 by and between JHJK LLC, of 20654 Prairie Road, Sedro Woolley, Washington 98284 (the "Mortgagor") and Equity Trust Co, Custodian, Darrel Chard IRA 200336554, 100% undivided interest, of 238 W 6th, Port Angeles, Washington 98363 (the "Mortgagee") which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM** of \$430,000.00 together with interest thereon of 6% computed on the outstanding balance of the total purchase price of \$430,000.00, as provided in this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of this Mortgage.

**IN CONSIDERATION OF** the loan made by Mortgagee to Mortgagor and for the purpose expressed above, the Mortgagor does hereby grant and convey to Mortgagee, with **MORTGAGE COVENANTS**, the following described property (the "Property") situated at 822 & 830 E Fairhaven, in the City of Burlington, County of Skagit, in the State of Washington, with the following legal description:

BURLINGTON LOTS 1 & 2 BLK 45 DK 12 and BURLINGTON LOTS 3 & 4 BLK 45 DK 12

### **PAYMENT OF SUMS SECURED.**

Mortgagor shall pay to Mortgagee the principal and interest as agreed and reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record and any other relevant loan documents, and all other sums hereby secured. Mortgagor shall keep and perform every other term, provision, covenant, and agreement of this Mortgage.

### **WHEN THIS MORTGAGE BECOMES VOID.**

When the loan secured by this Mortgage has been paid in full with all interest due, this Mortgage shall become void.

### **MORTGAGOR FURTHER COVENANTS AND AGREES THAT:**

- a. Mortgagor warrants that it is lawfully seized of the Property, that it has full right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except as provided herein.
- b. Mortgagor covenants to warrant and forever defend, all and singular, the Property unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.
- c. Mortgagor will make with each periodic payment secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Mortgagee when due. This provision shall be effective only in the event that a fund for the

same purpose is not required to be established by the holder of a senior mortgage.

- d. In the event that Mortgagor fails to carry out the covenants and agreements set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee's rights in the mortgaged Property and any amounts so paid shall be added to the Principal Sum due the Mortgagee hereunder.
- e. In the event that any condition of this Mortgage shall be in default within a reasonable time, the entire debt shall become immediately due and payable at the option of the Mortgagee. Mortgagee shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
- f. In the event that the Mortgagor transfers ownership (either legal or equitable) or any security interest in the mortgaged Property, whether voluntarily or involuntarily, the Mortgagee may at its option declare the entire debt due and payable.
- g. This Mortgage is also security for all other direct and contingent liabilities of the Mortgagor to Mortgagee which are due or become due and whether now existing or hereafter contracted.
- h. Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the Property.
- i. This Mortgage is upon the statutory condition and the other conditions set forth herein, for breach of which Mortgagee shall have the statutory power of sale to the extent existing under the laws of this State.

**Mortgagor Signature:**

DATED: 1/8/2016

[Signature]  
Dr. Jason Kitzman, on behalf of JHJK LLC

STATE OF WASHINGTON, COUNTY OF SKAGIT, ss:

On this 8 day of January, 2016, before me personally appeared Dr. Jason Kitzman on behalf of JHJK LLC, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

**Notary Public  
State of Washington  
Bradley Sloan  
Commission Expires 06-28-16**

[Signature]  
Notary Public

Notary  
Title (and Rank)

My commission expires 6-28-16

Notary Address:

1800 S. Burlington Blvd  
Burlington WA 98233

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**Mortgagee Signature:**

DATED: 1-8-16

Darrel

Equity Trust Co, Custodian, Darrel Chard IRA #200336554, 100% undivided interest.

STATE OF WASHINGTON, COUNTY OF SKAGIT, ss:

On this 8 day of Jan, 16, before me personally appeared Equity Trust Co, Custodian, Darrel Chard IRA #200336554, 100% undivided interest., to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.



Alicia Marie Campion

Notary Public

Notary Public

Title (and Rank)

My commission expires aug 21, 19

Notary Address:

134 E 7th St  
Port Angeles  
WA 98362

QUALIFIED DOCUMENT