



201604010127

Skagit County Auditor

\$78.00

4/1/2016 Page

1 of

5 3:21PM

When recorded return to:

I-5 Auto Accessory Outlet, LLC
PO Box 914
Mount Vernon, WA 98273

Filed for Record at Request of
Land Title and Escrow
Escrow Number: **154066-OE**

Grantor: **OHANA FIRST LLC, a Washington limited liability company**
Beneficiary: **I-5 Auto Accessory Outlet, LLC**

LAND TITLE OF SKAGIT COUNTY

SHORT FORM
DEED OF TRUST

154066-OE

THIS DEED OF TRUST, is made this **29th** day of **March, 2016** between **OHANA FIRST LLC, a Washington Limited Liability Company** as GRANTOR, whose address is **P.O. Box 570, Burlington, Washington, 98233**, and **Land Title and Escrow**, as TRUSTEE, whose address is **P.O. Box 445, 111 East George Hopper Road, Burlington, Washington, 98233**, and **I-5 Auto Accessory Outlet, LLC, a Washington limited liability company** as BENEFICIARY, whose address is **PO Box 914, Mount Vernon, WA 98273**.

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

Abbreviated Legal: **A Ptn Of SW 1/4 Of NE 1/4, 7-34-4 E W.M.**

SEE ATTACHED EXHIBIT "A"

Tax Parcel Number(s): **340407-1-021-0101, P24079**

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 Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the rights, 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 incorporated by reference or contained herein and payment of the sum of **THREE MILLION SIX HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$3,650,000.00)** with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor; and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any other 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 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 name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S FILE NO.
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	Fram 835-838	236038
Chelan	688 of Official Rec.	1682-1685	681844	Okanogan	121 of Mortgages	517-519A	560658
Challam	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
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	Wahkiakum	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 acknowledges receipt of such Master Form Deed of Trust.

This Property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

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

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

OHANA FIRST LLC, a Washington limited liability company

By: [Signature]

STATE OF Washington
County of Skagit

I certify that I know or have satisfactory evidence

}
} SS: Robert J. Campbell
the person who appeared before

me, and said person acknowledged that he signed this instrument, on oath stated he is
authorized to execute the instrument and is Manager
of Ohana First LLC, a Washington limited liability company
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: March 30th 2016

[Signature]
Karen Ashley
Notary Public in and for the State of Washington
Residing at Sedro-Woolley
My appointment expires: 9/11/2018



REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this Deed of Trust.

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 _____, _____

Mail reconveyance to: _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee before cancellation will be made.

EXHIBIT "A"

Schedule "A-1"

154066-OE

DESCRIPTION:

That portion of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 34 North, Range 4 East, W.M., lying Westerly of that certain tract taken by the State of Washington in Skagit County Superior Court Cause No. 33544, under Stipulated Judgment and Decree of Appropriation entered January 30, 1974,

EXCEPT the North 660 feet thereof,

AND ALSO EXCEPT the South 30 feet thereof conveyed to the State of Washington by Deed dated June 19, 1957 and recorded October 17, 1957, under Auditor's File No. 557370 for road purposes.

Situate in the County of Skagit, State of Washington.

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 March 29th, 2016, by and between

OHANA FIRST LLC, a Washington limited liability company

Grantor")

LAND TITLE AND ESCROW COMPANY OF SKAGIT COUNTY

("Trustee"),

and I-5 AUTO ACCESSORY OUTLET, LLC, a Washington limited liability company

("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, instrument deposits, accounts, money, contract rights, insurance policies, and all proceeds, products, substitutions and accessions therefor and thereto. This Deed of Trust intended to constitute a security agreement under the Uniform Commercial Code 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 PL

DATE 3/30/16

SELLER N.J.H.

DATE 4/1/2016

BUYER

DATE

SELLER

DATE