

Darrel Chard
238 W. 12th St
Port Angeles, Wa
98362



201606080010

Skagit County Auditor

6/8/2016 Page

1 of

\$80.00

7 10:10AM

Document Title:

Deed of Trust

Reference Number:

Grantor(s):

☐ additional grantor names on page ____

1. Darrel Chard

2.

Grantee(s):

☒ additional grantee names on page 2.

1. Jason Kitzman

2. Land Title and Escrow of Skagit County

Abbreviated legal description:

Burlington Lots 1 & 2 BLK 45 DK 12

☐ full legal on page(s) ____

Assessor Parcel / Tax ID Number:

P71600, 4076-045-0042-004

☐ additional tax parcel number(s) on page ____

Document Title:

Deed of Trust

Reference Number:

Grantor(s):

1. Darrel Chard

2.

☐ additional grantor names on page ____.

Grantee(s):

1. Maria Kitzman

2.

☒ additional grantee names on page ____.

Abbreviated legal description:

Burlington Lots 1 & 2 BLK 45 DK 12

☐ full legal on page(s) ____.

Assessor Parcel / Tax ID Number:

P71600, 4076-045-0042-004

☐ additional tax parcel number(s) on page ____.

After recording return to:

Stephen C. Moriarty
PLATT IRWIN LAW FIRM
403 South Peabody
Port Angeles, WA 98362

DEED OF TRUST

Grantor: JH and JK LLC
Trustee: Land Title and Escrow Company of Skagit County
Beneficiary: Equity Trust Company, Custodian, Darrel Chard IRA #200336554, 100% undivided interest

Abbreviated Legal Description: Burlington Lots 1 & 2 Blk 45 Dk 12

Additional Legal Below

Assessor's Property
Tax Parcel Number: P71600, 4076-045-002-0004

THIS DEED OF TRUST is made as of the date last written below between JH and JK LLC, a Washington limited liability Company, whose address is 830 E. Fairhaven Avenue, Burlington, Washington 98233 ("Grantor"); LAND TITLE AND ESCROW OF SKAGIT COUNTY, whose address is 111 E. George Hopper Rd., Burlington, Washington 98233 ("Trustee"); and Equity Trust Company, Custodian, Darrel Chard IRA #200336554, 100% undivided interest, whose address is 238 W. 6th Street, Port Angeles, Washington 98363 ("Beneficiary").

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

Lots 1 and 2, Block 45, "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.

which real property is not used principally for agricultural or farming purposes, 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.

Grantor acknowledges that this deed is security for a commercial loan, and that should Trustee foreclose on this deed of trust and debt remains owing by Grantor to Beneficiary, Trustee will not be prevented from

foreclosing on any other deed(s) of trust between Grantor and Beneficiary.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of FOUR HUNDRED THIRTY THOUSAND DOLLARS (\$430,000.00) with interest, in accordance with the terms of a promissory note of even date, payable to Beneficiary or order, and made by Grantor, and any other renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of its 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 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 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 the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney 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 in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

- A. In the event any portion 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.

B. 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.

C. 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.

D. 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 the 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 fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

E. 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 his execution of this Deed of Trust, and such as Grantor may have acquired thereafter. The 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 purchaser and encumbrancers for value.

F. 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.

G. In the event of the death, incapacity, disability or resignation of Trustee, 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. 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 Trustee.

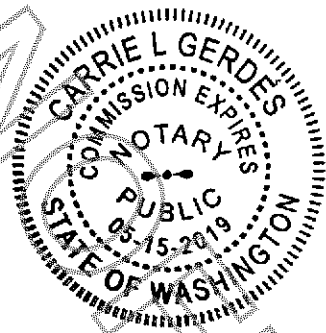
H. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the aforementioned Promissory Note secured hereby, whether or not named as Beneficiary herein.

DATED this ____ day of May, 2016, at _____, Washington.

JH and JK LLC

By:

JASON KITZMAN, Member



By: Maria Kitzman
MARIA KITZMAN, Member

STATE OF WASHINGTON)
COUNTY OF Skagit) ss.

I certify that I know or have satisfactory evidence that JASON KITZMAN and MARIA KITZMAN are the persons who appeared before me, and said persons acknowledged that they are authorized to execute the instrument in their capacity as members of JH and JK LLC, and acknowledge that to be the free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 5-23, 2016

Carrie L. Gerdes
NOTARY PUBLIC in and for the State of
Washington. Residing at Burlington
My Commission Expires: 5-15-19

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 hereunder.

DATED: _____, 20____.
