

When recorded return to:

David Schimke
Viki Schimke
16970 Colony Road
Bow, WA 98232



201611150054

Skagit County Auditor

\$80.00

11/15/2016 Page

1 of

7 11:26AM

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 15TH day of November, 2016
between TAYLOR SHELLFISH COMPANY, INC., a Washington Corporation

as GRANTOR(S),
whose address is 130 SE Lynch Road, Shelton, WA 98584

and LAND TITLE AND ESCROW COMPANY OF SKAGIT COUNTY

as TRUSTEE,
whose address is 111 East George Hopper Road, Burlington, WA 98233

Land Title and Escrow

and ~~DAVID SCHIMKE and VIKI SCHIMKE, husband and wife~~

DAVID SCHIMKE AND VIKI SCHIMKE, HUSBAND AND WIFE

as BENEFICIARY,
whose address is 16970 Colony Road, Bow, WA 98232

#155659-
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WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

Abbreviated Legal: (Required if full legal not inserted above.) Ptn 2nd & 3rd Class Tidelands, 25 & 36-36-2 E & Lots 8, 9 & 10, Tr. 1, Samish Island Oyster Land Trs.

Tax Parcel Number(s): P131757, P47067, P47068, P47081, P47466 & P61563

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.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of One Million, Six Hundred Twenty-Seven Thousand, Six Hundred Thirty-Six Dollars and 92/100ths Dollars (\$1,627,636.92) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on NOVEMBER 15, ~~2016~~ 2036. *VA DLS*

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

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(s). 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(s) 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'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 the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor(s) 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.
7. **DUE ON SALE:** (OPTIONAL – *Not applicable unless initialed by Grantor and Beneficiary*) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

[Signature]

Grantor initials

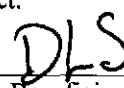
DLS

Beneficiary initials

8. NO FURTHER ENCUMBRANCES: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.). As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.



Grantor initials



Beneficiary initials

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 as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust 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. The 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 the Grantor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. . 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 the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (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 all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 purchaser and encumbrancers 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 the discretion of the Beneficiary, 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 an action or proceeding in which Grantor(s), 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 his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

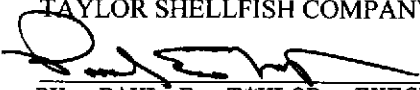
9. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☒ (X) None

b. ☐ () As set forth on the attached Exhibit _____ which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies.)

TAYLOR SHELLFISH COMPANY, INC., a Washington Corporation


BY: PAUL E. TAYLOR, EXECUTIVE MANAGER

STATE OF Washington

SS.

COUNTY OF Skagit

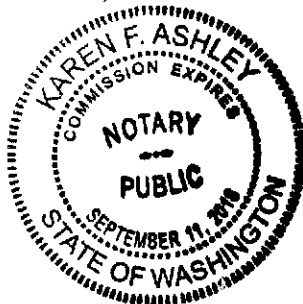
I certify that I know or have satisfactory evidence that Paul E. Taylor

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that he
signed this instrument, on oath stated that he is authorized to execute the instrument and
acknowledge it as Executive Manager the
of TAYLOR SHELLFISH COMPANY, INC., a Washington Corporation

to be

the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: November 14, 2016



Karen Ashley

Notary name printed or typed: 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 - *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: _____

Schedule "A-1"

155659-SE

DESCRIPTION:

PARCEL "A":

Tidelands of the second class as conveyed by the State of Washington, situate in front of, adjacent to or abutting upon that portion of meander line, described as follows:

Beginning at a point on the Government meander line from which the meander corner to fractional Sections 25 and 26, Township 36 North, Range 2 East, W.M., bears by the following courses and distances following said meander line to-wit:

North 81°31' West 7 chains, North 86°30' West 12.50 chains, North 76° West 9 chains, West 4.50 chains and South 79° West 12.34 chains;
thence from said initial point South 81°31' East 2 chains;
thence South 13° West 1.50 chains;
thence South 34' West 6.50 chains;
thence South 46° West 8 chains;
thence South 3°30' East 1.70 chains;
thence East 5.35 chains to the point of beginning of this line description;
thence South 76° East 8 chains;
thence South 34° East 12 chains to the terminus of this line description.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

Also the tidelands of the second class, as conveyed by the State of Washington, included in a tract in front of Section 25, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at the Northwest corner of Lot 8, Tract I, "SAMISH ISLAND OYSTER LAND TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 5 of Plats, page 14, records of Skagit County, Washington, and running thence South 20° East 9.585 chains along the Westerly line of said Lot 8;
thence North 28°56'48" West 9.441 chains and North 60° East 1.491 chains to said Northwest corner of said Lot 8 and the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

All tidelands of the second class as conveyed by the State of Washington and suitable for the cultivation of Oysters, described by metes and bounds as follows, to-wit:

Beginning at a point which lies North 2°53' East 30.16 chains from the meander corner on the West side of Section 31, Township 36 North, Range 3 East, W.M.;
thence North 72° West 9.50 chains;
thence North 82° West 13.15 chains;
thence West 2.00 chains;

Schedule "A-1"

155659-SE

DESCRIPTION CONTINUED:

PARCEL "C" continued:

thence North 34° West 13.25 chains;
thence North 76° West 6.72 chains;
thence North 60°40' East 12.79 chains to the Southwest corner of application number 3066;
thence South 75° East 16.54 chains along Southerly side of application number 3066 to the Southeast corner of same and the Southwest corner of application number 3067;
thence East 29.00 chains along South line of application number 3067 to the Southeast line of application number 3068;
thence South 30° East 5.50 chains along the Southeast line of application number 3068 to the Southerly corner of same;
thence South 15.15 chains;
thence South 76°51' West 21.75 chains along the Northerly side of the C. X. Larrabee application;
thence North 2°53' East 5.50 chains to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

Lots 8, 9 and 10, in Tract 1, "SAMISH ISLAND OYSTER LAND TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 5 of Plats, page 14, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.