

AFTER RECORDING MAIL TO: THIS SPACE RESERVED FOR RECORDER'S USE

4703 Devonshire Drive, LLC  
27320 28<sup>th</sup> Avenue NW  
Stanwood, WA 98292



201706230083

Skagit County Auditor

\$77.00

6/23/2017 Page

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4 2:30PM

## JUNIOR DEED OF TRUST

Indexing information required by the Washington State Auditor's/Recorder's Office (RCW 36.18 and RCW 65.04) 1/97:

(please print last name first)

Reference # (If applicable):

Grantor(s) (Principal): (1) **Ruyle Investment 6, LLC** (2) \_\_\_\_\_ Addl'. on pg \_\_\_\_\_

Grantee(s) (Attorney in Fact): (1) **Eisenhower Carlson, PLLC** (2) \_\_\_\_\_ Addl'. on pg \_\_\_\_\_

Legal Description (abbreviated): Lot 78, Skyline No. 6, according to the plat thereof, recorded in volume 9 of Plats, pages 64 through 67, records of Skagit County, Washington Addl'. legal is on pg \_\_\_\_\_

Assessor's Property Tax Parcel/Account # 3822-000-078-0007; P59474

This Junior Deed of Trust, made this 22<sup>nd</sup> day of June, 2017, by and between, herein referred to as "GRANTOR," whose address is 27320 28<sup>th</sup> Avenue NW, Stanwood, WA 98292 and Eisenhower Carlson, PLLC, herein referred to as "TRUSTEE," whose address is 145 Third Avenue South, Edmonds, WA 98020, and 4703 Devonshire Drive, LLC, herein referred to as "BENEFICIARY," whose address is 27320 28<sup>th</sup> Avenue NW, Stanwood, WA 98292.

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

Lot 78, Skyline No. 6, according to the plat thereof, recorded in Volume 9 of Plats, pages 64 through 67, records of Skagit County, Washington

(which property is commonly known as 4703 Devonshire Drive, Anacortes, Washington)

SITUATE in the County of Skagit, State of Washington.

Assessor's Property Tax Parcel Number: P59474

XrefID Number: 3822-000-0748-0007

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

Junior Deed of Trust

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THIS DEED OF TRUST is junior to and subordinate to a deed of trust executed by the Grantor in favor of Ron Ruyle, as Beneficiary therein which has been previously recorded on April 20, 2017 under Skagit County Auditor's Recording Number 201704200030;

THIS DEED OF TRUST is for the purpose of securing performance of each agreement of Grantor herein contained, and of each agreement of the Grantor with the Beneficiary in accordance with the terms of that certain Promissory Note given of even date herewith, which Promissory Note is incorporated by this reference as if explicitly set forth herein..

- a. The provisions set forth hereafter, insofar as they are currently applicable to the first lien deed of trust Beneficiary, shall not require Grantor to comply separately for the benefit of the Junior Beneficiary, i.e., secure separate insurance, complete construction, etc.

**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'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, and in the event of default, interest thereon shall accrue and be paid at the rate of twelve percent per annum from the date of default.

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 thereon at the rate of twelve percent per annum from the date paid, shall be added to and become a part of the debt secured in 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 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. 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 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 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 the Beneficiary. In such event and upon written request of the 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; (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 his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in

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.

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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

  
Aaron M. Ruyle, Managing Member,  
Ruyle Investment 6, LLCL, Grantor

I certify that I know or have satisfactory evidence that Aaron M. Ruyle is the person who appeared before me, and said person acknowledged that he signed this instrument (Junior Deed of Trust), and on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Ruyle Investments, LLC, the Manager of Ruyle Investment 6, LLC to be the free and voluntary act for the uses and purposes mentioned in this instrument.

Kearney Lee Hammer  
Notary Public in and for the State of Washington  
Residing at Stanwood.  
My appointment expires: 9/10/2019

