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Skagit County Auditor
2/22/2018 Page1 of 10 9:13AM
\$84.00

When Recorded Please Return To:
LAWRENCE A. PIRKLE
PO Box 1788
Mount Vernon, WA 98273
(360) 336-6587

DEED OF TRUST

Grantor: VYHMEISTER PROPERTIES, LLC, a Washington Limited Liability Company
Beneficiary: DANIEL EDWARD DOWNING and ALIN G. DOWNING, husband and wife
Trustee: LAND TITLE COMPANY OF SKAGIT
Abbreviated Legal: Ptn SE 1/4 of SW 1/4 & SW 1/4 of SE 1/4, 13-34-1 E W.M.
Assessor's Tax Parcel Number: P19344 340113-3-009-0207
P19353 340113-4-008-0008

THIS DEED OF TRUST, made this 14th day of February, 2018, by and between VYHMEISTER PROPERTIES, LLC, a Washington Limited Liability Company, **GRANTOR**, whose address is 5733 Waterman Blvd., St. Louis, MO 63112, LAND TITLE COMPANY OF SKAGIT, **TRUSTEE**, whose address is P.O. Box 445, 111 East George Hopper Road, Burlington, WA 98233 and DANIEL EDWARD DOWNING and ALIN G. DOWNING, husband and wife, whose address is P.O. Box 160, Anacortes, WA 98221, **BENEFICIARY**.

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

Assessor's Parcel No: P19344 340113-3-009-0207 P19353 340113-4-008-0008

Ptn SE 1/4 of SW 1/4 & SW 1/4 of SE 1/4, 13-34-1 E W.M. Legal description more fully described on Exhibit "A" and incorporated herein by this reference.

Situate in Skagit County, Washington.

TOGETHER WITH AND SUBJECT TO: All covenants, conditions, restrictions, reservations and easements of record, if any.

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 of the property.

Deed of Trust

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This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) herein contained in this Deed of Trust, and payment of the sum of Nine Hundred Fifty Thousand Dollars (\$950,000) plus interest, in accordance with the terms of a Promissory Note dated February 10, 2018, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of the Grantor(s) successors or assigns, together with interest thereon at the rate agreed upon.

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 of the property, to complete any building, structure or improvement being built or about to be built on the property; to restore promptly any building, structure or improvement on the property 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 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 secured by this Deed of Trust 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 by this Deed of Trust 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. Beneficiary may pay the same, and the amount so paid, with interest at rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in the Deed of Trust.

7. DUE ON SALE: (OPTIONAL - *Not applicable unless initialed by Grantor and*
Deed of Trust

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.

RV RV
Grantor (Initials)

[Signature] AD.
Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. 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.

9. 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.

10. 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.

11. 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 by this Deed of Trust 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.

12. 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 encumbrances for value.

13. 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.

14. In the event of the absence, 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 any action or proceeding in which Grantor(s), Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. 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.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☐ NONE

OR

b. ☐ SUBJECT TO:

VYHMEISTER PROPERTIES, LLC

By: 
ROSS VYHMEISTER, Member/Manager

By: 
KAITLYN VYHMEISTER, Member/Manager

STATE OF MISSOURI)
)
COUNTY OF St Louis)

ss.

I certify that I know or have satisfactory evidence that ROSS VYHMEISTER and KAITLYN VYHMEISTER are the persons who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as Members/Managers of VYHMEISTER PROPERTIES, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 14th day of Feb, 2018.

Carol A Chandler

Carol A Chandler

Notary Public Print Name Here
NOTARY PUBLIC in and for the
State of Missouri

Residing at: 1 Barnes Jewish Hosp Plaza
St Louis, MO 63110

My Commissions Expires: 10/21/19



CAROL A. CHANDLER
My Commission Expires
October 21, 2019
St Louis County
Commission #15284056

Schedule "A-1"

01-165869-O

DESCRIPTION:

PARCEL "A":

The North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 34 North, Range 1 East, W.M.

TOGETHER WITH that portion of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 13, lying Westerly of an existing gravel roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County, Washington,

EXCEPT all that portion described as follows:

Beginning at the South $\frac{1}{4}$ corner of said Section 13;
thence North $1^{\circ}59'50''$ East along the North-South centerline of said Section 13, a distance of 660.90 feet to the Northeast corner of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 13, being the true point of beginning;
thence North $88^{\circ}09'09''$ West along the North line of said South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 332.07 feet to the Southwest corner of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 13;
thence South $2^{\circ}07'49''$ West a distance of 30.00 feet;
thence South $88^{\circ}09'09''$ East parallel to the said North line of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 577.11 feet, more or less, to the Westerly line of an existing gravel road, being that roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County;
thence North $20^{\circ}47'28''$ West a distance of 32.76 feet to the North line of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 13;
thence North $88^{\circ}12'39''$ West along said North line of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, a distance of 202.20 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 13, Township 34 North, Range 1 East, W.M.

TOGETHER WITH that portion of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 13, lying Westerly of an existing gravel roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

EXCEPTIONS:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Earl B. Rodgers and Teresa Rodgers
Purpose: Ingress and egress
Area Affected: Refer to instrument for full particulars
Dated: July 28, 1961
Recorded: August 2, 1961
Auditor's No.: 610687

B. RESERVATIONS CONTAINED IN DEED:

Executed By: Fred Hendricksen, Sr.
Recorded: December 15, 1969
Auditor's No.: 734010
As Follows:

"...in extracting any of the subject property herein conveyed, the owner thereof shall pay reasonable damages to the surface owner for damages to buildings, structures, and other appurtenances on the surface of said real property resulting directly from such extraction."

C. MATTERS DISCLOSED BY RECORD OF SURVEY:

Recorded: May 20, 1983
Auditor's No.: 8305200003

D. TERMS AND CONDITIONS OF THAT INSTRUMENT:

Recorded: January 8, 1990
Auditor's No.: 9001080092

E. TERMS AND CONDITIONS OF THAT INSTRUMENT:

Recorded: August 24, 1990
Auditor's No.: 9008240044

F. RESERVATIONS CONTAINED IN DEED:

Executed By: Charles I. Stavig
Recorded: January 31, 1995
Auditor's No.: 9501310001
As Follows:

The above described property will be combined or aggregated with contiguous property owned by the purchaser. This boundary adjustment is not for the purpose of creating an additional building lot.

G. MATTERS DISCLOSED BY RECORD OF SURVEY:

Recorded: July 15, 1996
Auditor's No.: 9607150009

EXCEPTIONS CONTINUED:

H. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN SAID PLAT AND IN DECLARATION OF PROTECTIVE RESTRICTIONS, AS HERETO ATTACHED:

Declaration Dated: July 15, 1996
Recorded: July 15, 1996
Auditor's No.: 9607150132
Executed By: Charles I. Stavig

NOTE: Affect of documents recorded on May 3, 1999 and January 7, 2004, under Auditor's File Nos. 9905030127 and 200401070082, respectively.

NOTE: Modified by instruments recorded on April 18, 2000 and June 5, 2003, under Auditor's File Nos. 200004180025 and 200306050024, respectively.

I. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Daniel Edward Downing and Alin G. Downing, husband and wife, Carl R. Clinesmith and Judith A. Clinesmith, husband and wife, Gene Tanaka and Cheryl L. Tanaka, husband and wife, Harold L. Harrington and Carol T. Harrington, husband and wife, William M. Buchman and Elisabeth J. Buchman, husband and wife and Puget Sound Energy, GTE Northwest, , any natural gas company, any television cable company, and any water service provider, and their respective successors and assigns

Purpose: Ingress, egress, and the installation, maintenance, repair, and/or replacement of utilities

Area Affected: Beginning at the Northwest corner of the Downing Parcel No. 5, which point is also the Southwest corner of the Tanaka Parcel; thence South 02°15'47" West, along the West line of the Downing Parcel No. 5, a distance of 40 feet; thence South 88°09'09" East, parallel with the South line of the Tanaka Parcel, a distance of 181.71 feet; thence North 02°15'47" East, parallel with the West line of the Downing Parcel No. 5, a distance of 10 feet; thence South 88°09'09" East, parallel with the South line of the Tanaka Parcel, a distance of 150.36 feet; thence North 02°07'49" East, a distance of 30 feet to the Southeast corner of the Tanaka Parcel; thence North 88°09'09" West, along the South line of the Tanaka Parcel, a distance of 332.07 feet, to the Southwest corner of the Tanaka Parcel, being the point of beginning.

Dated: June 2, 2003
Recorded: June 5, 2003
Auditor's No.: 200306050024

NOTE: Modified by instrument recorded on December 9, 2003, under Auditor's File No. 200312090106.

EXCEPTIONS CONTINUED:

J. EMERGENCY VEHICLE TURNAROUND EXHIBIT AND THE TERMS AND CONDITIONS THEREOF:

Between: Carl R. Clinesmith and Judith A. Clinesmith
And: Carl R. Clinesmith and Judith A. Clinesmith
Recorded: July 9, 2003
Auditor's No.: 200307090051

K. MATTERS DISCLOSED BY RECORD OF SURVEY:

Prepared By: Azimuth Northwest, Inc.
Recorded: March 24, 2003
Auditor's File No.: 200303240328
(Affects portion of subject property and includes other property)

L. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Daniel Downing & Elin Downing,
husband and wife
Purpose: Ingress, egress and utilities
Area Affected: Portion of tax parcel number P19352, portion
of Taggart Quarry
Dated: August 2, 2006
Recorded: August 14, 2006
Auditor's No.: 200608140167

M. MATTERS DISCLOSED BY RECORD OF SURVEY:

Prepared By: Skagit Surveyors & Engineers
Recorded: August 15, 2006
Auditor's File No.: 200608150166
Affects: Portion of subject property and other lands

N. MATTERS DISCLOSED BY RECORD OF SURVEY:

Prepared By: Herrigstad Engineering & Surveying
Recorded: April 5, 2016
Auditor's File No.: 201604050054
Affects: Portion of subject property and other lands

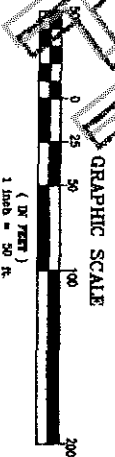
RECORD OF SURVEY AT THE REQUEST OF MALE X HEBRISTAT

STATE OF WASHINGTON & PARKS & RECREATION

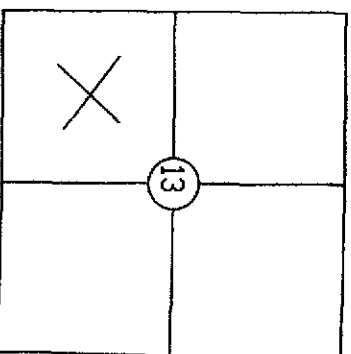
DEPUTY AUDITOR

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34
NORTH, RANGE 1 EAST, WIL.

1. RAILROAD BEAR AND CAMP KALAMUTH NORTHWEST PL.S 21561
2. EQUIPMENT USED CARSON CO. 2nd Tail Saddle.
3. ERROR OF CLOSING LETTERS WITHDRAWN STATE SURVEY STANDARDS.
4. SURVEY METHOD REMAINS FIELD TOWNSHIP.
5. BASIS OF BEARS: SURVEY RECORDED UNDER AP#000710006.
6. THE SURVEY WAS FORWARDED WITHOUT THE BENEFIT OF A CHURCH TITLE RECORD. THE SURVEY DOES NOT PAYMENT TO SHOW ALL EXISTING RECORDS, RECORDATIONS, PROVISIONS, COVENANTS OR CONDITIONS WHICH MAY AFFECT THE PARCELS SHOWN HEREON.



SEE RDS 960715009 FOR SECTION BREAKDOWN



SECTION 13, TOWNSHIP 34 N., RANG 1 EAST

THIS CARD CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY
DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY
ACT AND AT THE REQUEST OF THE BUREAU OF THE LAND OFFICE.

Certificate No. 27007
Date MARCH 5, 2016



PU Box 759
Anacortes, WA 98221

A PORTION OF THE SW 1/4, SECTION 13,
TOWNSHIP 34 N., RNG. 1 EAST, W.M.,
SKAGIT COUNTY, WASHINGTON

HERRIGSTAD ENGINEERING & SURVEYING

4320 Whistle Lake Road, Anacortes, WA 98221 (360) 293-8804

SHEET 1 OF 1

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