

When recorded return to:
Brenton R. Davey
BR Davey, Inc
3820 Date Palm Trail
Palm Springs, CA 92262



Skagit County Auditor
2/28/2018 Page

1 of

5 3:58PM

\$79.00

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

62003330

Escrow No.: 62003330

DEED OF TRUST
(For use in the State of Washington Only)

THIS DEED OF TRUST, made this 28th day of February, 2018 between
Salish Sea Marketplace LLC, a Washington limited liability company
as GRANTOR(S),
whose address is 15016 59th Place NE, Kenmore, WA 98028

and

Chicago Title Company of Washington

as TRUSTEE,

whose address is 425 Commercial St, Mount Vernon, WA 98273

and

B.R Davey Inc.

as BENEFICIARY,

whose address is P.O. Box 466, Anacortes, WA 98221

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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Lot(s): PTN LOTS 31 AND 32 NORMAN AND WOODS SUBDIVISION OF THE CITY OF
ANACORTES Tax/Map ID(s):

Tax Parcel Number(s): P58125 / 3808-000-031-0001, P58126 / 3808-000-032-0000,

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 is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of Six Hundred Fifty-Five Thousand Five Hundred And No/100 Dollars (\$655,500.00) 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 his/her/their 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(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.

(continued)

- Grantor initials

Beneficiary initials

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(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 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 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.

DEED OF TRUST

(continued)

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(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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, 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.

Salish Sea Marketplace LLC

BY: William Becker
William Becker
Member

BY: Jane Becker
Jane Becker
Member

State of WASHINGTON
County of SNOHOMISH

I certify that I know or have satisfactory evidence that William Becker and Jane Becker are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Member and Member of Salish Sea Marketplace LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 27, 2018

Lourea L. Garka
Name: Lourea L. Garka
Notary Public in and for the State of WA
Residing at: Arlington
My appointment expires: 10/27/2018

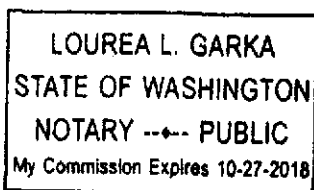


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): P58125 / 3808-000-031-0001 and P58126 / 3808-000-032-0000

PARCEL A:

That portion of the following described premises lying Southwesterly of that certain strip of land conveyed to the City of Anacortes for road purposes by deeds dated May 15, 1959, and recorded June 15, 1959, under Auditor's File Nos. 581810 and 181814, records of Skagit County, Washington:

Tracts 31 and 32, Norman and Wood's Subdivision to the City of Anacortes, according to the plat thereof recorded in Volume 4 of Plats, page 56, records of Skagit County, Washington;

EXCEPT commencing at the Southwest corner of Tract 31;
thence South 88°03'52" East along the South line of said Tract 31, a distance of 168.31 feet to the true point of beginning;
thence continuing South 88°03'52" East along said South line of said Tract 31, a distance of 83.96 feet, to the point of intersection with the Southeast corner of that certain 10 foot wide strip of land as conveyed to Charles E. Funk and JoAnn Funk, husband and wife, from the City of Anacortes by that instrument dated February 14, 1977 and recorded under Auditor's File No. 851211, records of Skagit County, Washington, at which point the tangent to the curve bears North 38°56'43" West;
thence Northwesterly along said Northeasterly line of said 10 foot wide strip along a curve to the right having a radius of 1,004.93 feet and a central angle of 1°20'51", an arc length of 23.63 feet to the PT of said curve;
thence North 37°35'52" West along said Northeasterly line of said 10 foot wide strip, a distance of 36.33 feet to a point which bears North 46°37'47" East a distance of 64.81 feet from the true point of beginning;
thence South 46°37'47" West, a distance of 64.81 feet to the point of beginning.

Situated in Skagit County, Washington.

PARCEL B:

A strip of land 10 feet in width in the Southwest Quarter of Section 22 township 35 North, Range 1 East of the Willamette Meridian, lying Southwesterly of a line drawn parallel with and 50 feet Southwesterly of the center line of SR 20, Anacortes, Sunset Avenue, to Ferry Terminal, and extending Northwesterly from the Easterly production of the South line of Lot 31 of the Plat of Norman and Wood's Subdivision to the City of Anacortes, according to the plat thereof recorded in Volume 4 of Plats, page 56, records of Skagit County, Washington, to the Easterly production of the North line of Lot 32 of said Plat;

EXCEPT commencing at the Southwest corner of Tract 31;
thence South 88°03'52" East along the South line of said Tract 31, a distance of 168.31 feet to the true point of beginning;
thence continuing South 88°03'52" East along said South line of said Tract 31, a distance of 83.96 feet, to the point of intersection with the Southeast corner of that certain 10 foot wide strip of land as conveyed to Charles E. Funk and JoAnn Funk, husband and wife, from the City of Anacortes by that instrument dated February 14, 1977 and recorded under Auditor's File No. 851211, records of Skagit County, Washington, at which point the tangent to the curve bears North 38°56'43" West;
thence Northwesterly along said Northeasterly line of said 10 foot wide strip along a curve to the right having a radius of 1,004.93 feet and a central angle of 1°20'51", an arc length of 23.63 feet to the PT of said curve;
thence North 37°35'52" West along said Northeasterly line of said 10 foot wide strip, a distance of 36.33 feet to a point which bears North 46°37'47" East a distance of 64.81 feet from the true point of beginning;
thence South 46°37'47" West, a distance of 64.81 feet to the point of beginning.

Situated in Skagit County, Washington.

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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

B.R Davey Inc.

_____	_____
Signature	Date
By: _____	
Print Name	
Its: _____	
Print Title	