

When recorded return to:

JAMES A. COOK and TERRI COOK  
26135 Minkler Road  
Sedro Woolley, WA 98284

201806290039  
06/29/2018 09:00 AM Pages: 1 of 5 Fees: \$104.00  
Skagit County Auditor

Filed for Record at Request of  
Land Title & Escrow of Skagit & Island County  
Escrow Number: 01-167458-OE

Land Title

## DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 18th day of June, 2018 between HAPPY FACE FARMS, INC., a Washington corporation, GRANTOR, whose address is 8795 District Line Road, Burlington, WA 98233, and Land Title & Escrow of Skagit & Island County, TRUSTEE, whose address is 111 E George Hopper Rd., PO Box 445, Burlington, WA 98233 and JAMES A. COOK and TERRI COOK, husband and wife as BENEFICIARY, whose address is 26135 Minkler Road, Sedro Woolley, WA 98284.

WITNESSETH: Grantors 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: Ptn Gov. Lot 4, 25-35-9 E W.M.

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): P44659, 350925-0-012-0106

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 EIGHTY THOUSAND AND NO/100 Dollars (\$80,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, 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 **June 29, 2020**.

To protect the security of this Deed of Trust, Grantor covenants and agrees:



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 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 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 had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor 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 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 of an action or proceeding in which Grantor, 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.  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)

Dated: June 18, 2018

Happy Face Farms, Inc., a Washington corporation

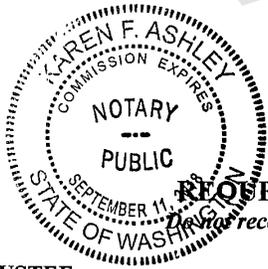
[Signature]  
By: Gary Lohman, Director

STATE OF Washington }  
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that **Gary Lohman** is the person(s) who appeared before me, and said person(s) acknowledged that **he / she / they** signed this instrument, on oath stated **he / she / they** is / are authorized to execute the instrument as **Director** of **Happy Face Farms, Inc., a Washington corporation** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: June 28th 2018

[Signature]  
Karen Ashley  
Notary Public in and for the State of Washington  
Residing 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 \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Exhibit "A"****Schedule "A-1"****01-167458-OE****DESCRIPTION:**

That portion of Government Lot 4, Section 25, Township 35 North, Range 9 East, W.M., described as follows:

Beginning at a point on the West line of said Government Lot 4, 900 feet South of the Northwest corner thereof;  
thence South 270 feet to a point 1,170 feet South of said Northwest corner; said point being the Northwest corner of that certain tract of land conveyed to Alvin E. Williams by Deed recorded under Auditor's File No. 454190, records of Skagit County, Washington;  
thence East along the North line of said Williams tract, a distance of 275 feet to the Northeast corner thereof;  
thence South along the East line of said Williams tract to the Northerly line of the State Highway right of way, as conveyed to the State of Washington by Deed recorded under Auditor's File No. 498238, records of Skagit County, Washington;  
thence Northeasterly along the North line of said highway right of way, to a point on the West line of that certain tract of land conveyed to Tony Naser, by Deed recorded under Auditor's File No. 245328, in Volume 158 of Deeds, page 250, records of Skagit County, Washington;  
thence North along the West line of the Naser tract to the Northwest corner thereof;  
thence East along the North line of said Naser tract a distance of 183 feet to the Northeast corner of said tract;  
thence North 100 feet;  
thence West 580 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.