



**201906040057**

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Skagit County Auditor

**AFTER RECORDING MAIL TO:**

Ford & Dalton, PS  
320 S Sullivan Rd  
Spokane Valley, WA 99037

**GUARDIAN NORTHWEST TITLE CO.**

19-2360

**Deed of Trust**

(For Use in the State of Washington Only)

Grantor(s): Steven N Squires, an unmarried man

Grantee(s): Crescent Heights Capital, LLC, a Washington limited liability company

Legal Description (abbreviated): Section 36, Township 36 North, Range 2 East; Ptn Gov't Lots 3, 5 and 6 & NE SW

Assessor's Tax parcel ID#: P47495, 360236-3-001-0007; P47496, 360236-3-002-0006; P47450, 360236-0-011-0001; P47446, 360236-0-008-0006

THIS DEED OF TRUST, made this 31st day of May 2019, between STEVEN N SQUIRES, an unmarried man, GRANTOR, whose address is 5993 North St Juneau AK 99801, and FORD & DALTON, P.S., a Washington corporation as TRUSTEE, whose address is 320 S Sullivan Rd, Spokane WA 99037, and Crescent Heights Capital, LLC, a Washington Limited Liability Company, BENEFICIARY, whose address is 427 W. Sinto, Suite 100, Spokane, WA 99201, WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

Abbreviated legal description: Section 36, Township 36 North, Range 2 East; Ptn Gov't Lots 3, 5 and 6 & NE SW (full legal attached).

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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 to the purpose of securing performance of each agreement of grantor herein contained, to include payment of all indebtedness owned by grantor to beneficiary, as evidenced by the Promissory Note of even date in the original principal amount of Four Hundred Fifty Thousand and 00/100 (\$450,000.00) from Grantor to Beneficiary ("Note"), along with all interest, penalties, late fees, collection costs, and attorney's fees incurred by Beneficiary in connection with its efforts to collect on the Note and/or its foreclosure of this Deed of Trust, payable to Beneficiary or order, and made by Grantor, and also such further sums as may be advanced or lent by the Beneficiary to Grantor, or any of 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 covenants and agrees:

1. To keep the subject property covered by this Deed of Trust in good condition and repair; to permit no waste nor hoarding thereof or therein; 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 that are due and owing already as of this date; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust including, but not limited to, allowing any other liens, encumbrances or Deeds of Trust on the property, even those that may be junior to this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured in favor of Beneficiary 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, name the Beneficiary as an additional insured party with appropriate notices directed to be provided to 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.

6. Should Grantor fail to pay when due any taxes; assessments, insurance premiums, liens, encumbrances or other charges against the property described herein, the 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.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the amount of the award from said proceeding shall be paid to the consensual lienholders of the property in the order of priority of their liens, and Beneficiary's lien on the property securing the above-described indebtedness must be paid in its entirety before any party other than, superior lienholders, can receive any part of this award.

2. By accepting payment of any sum secured hereby after its due date, the 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 Beneficiary, the 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 the interest in the property which Grantor had or had the power to convey at the time of Grantor's 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, except as otherwise agreed between the parties in writing.

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 any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless the Trustee brings such action or proceeding.

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.

9. In addition to the amounts specific secured as described above, this Deed of Trust secures all obligations, debts, and liabilities, plus interest, penalties, late fees, collection costs and attorneys' fees and costs thereon, of Grantor to Beneficiary, or any one or more of them, as well as all claims by Beneficiary against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor or Beneficiary may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts hereafter may become otherwise unenforceable.

GRANTOR:

STEVEN N SQUIRES

STATE OF WASHINGTON )

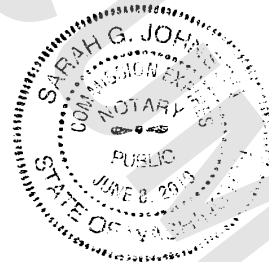
County of Island ) ss.

On this day personally appeared before me STEVEN N SQUIRES, the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4<sup>th</sup> day of June 2019.

Sarah G. Johnson  
Notary Public in and for the State of Washington  
Residing at  
My Commission Expires 6-8-19

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## 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 evidence 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.

Abbreviated legal description: Section 36, Township 36 North, Range 2 East; Ptn Gov't Lots 3, 5 and 6 & NE SW (full legal attached).

**Tax Account No.:** P47495, 360236-3-001-0007; P47496, 360236-3-002-0006; P47450, 360236-0-011-0001; P47446, 360236-0-008-0006

Dated \_\_\_\_\_, 20\_\_\_\_\_

CRESCENT HEIGHTS CAPITAL, LLC

\_\_\_\_\_  
JONATHAN FERRAIUOLO

Do not lose or destroy the Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

# **EXHIBIT "A"** **Property Description**

**Closing Date:** \_\_\_\_\_, 20\_\_

**Borrower(s):** Steven Squires

**Property Address:** 11286 Samish Island Road, Bow, WA 98232

## **PROPERTY DESCRIPTION:**

### **Parcel A:**

That portion of Government Lot 3 and the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  in Section 36, Township 36 North, Range 2 East, W.M., more particularly described as follows:

Beginning at the Southwest corner of Government Lot 3 of said Section 36; thence North  $1^{\circ}31'00''$  West along the West line of said Government Lot 3, a distance of 374.94 feet to a point on a curve on the South line of the Samish Island County Road No. XXXXIII, at which point the tangent to the curve bears North  $79^{\circ}15'23''$  East; thence Northeasterly along said  $2^{\circ}57'13''$  curve to the left, having a radius of 1939.86 feet, a distance along the arc of 34.12 feet; thence North  $78^{\circ}15'00''$  East along the Southerly side of said County road, a distance of 813.17 feet; thence along a  $22^{\circ}20'22''$  curve to the right having a radius of 256.48 feet, a distance along the arc of 162.01 feet; thence South  $24^{\circ}26'36''$  East, at right angles to said curve, a distance of 10.00 feet to a point on a curve, at which point the tangent to said curve bears South  $65^{\circ}33'24''$  East; thence Southeasterly along said  $21^{\circ}30'03''$  curve to the right, having a radius of 265.48 feet, a distance along the arc of 168.30 feet; thence South  $29^{\circ}22'15''$  East, a distance of 27.89 feet to a point in the centerline of Siwash Slough; thence along the centerline of Siwash Slough South  $41^{\circ}09'57''$  West, a distance of 133.76 feet; thence South  $5^{\circ}14'04''$  West, a distance of 373.92 feet; thence South  $47^{\circ}32'53''$  West, a distance of 251.73 feet; thence South  $75^{\circ}20'08''$  West, a distance of 484.24 feet; thence South  $9^{\circ}54'09''$  West, a distance of 282.67 feet; thence South  $41^{\circ}56'57''$  West, a distance of 115.71 feet; thence South  $46^{\circ}13'40''$  West, to the West line of the said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; thence North along said West line to the point of beginning.

EXCEPT that portion conveyed to Skagit County by deed recorded March 15, 1973, under Auditor's File No. 781932.

TOGETHER WITH that portion of Government Lot 5 in the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 36, Township 36 North, Range 2 East, W.M., lying Northeasterly of the Government Meander line and Northerly of Siwash Slough.

EXCEPT dike and ditch rights of way.

### **Parcel B:**

## **PROPERTY DESCRIPTION**

That portion of Government Lots 3, 5 and 6; and the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4); all in Section 36, Township 36 North, Range 2 East, W.M., described as follows:

Commencing at a point on the East line of Government Lot 7 in said Section 36, which point bears N 1°35'00" W, a distance of 1051.16 feet from the South Quarter (S 1/4) corner of said Section 36;  
 thence S 89°23'00" W a distance of 1003.20 feet to a point on the Government Meander line along the West side of said Section 36;  
 thence along said Government Meander Line on the following courses and distances:  
 N 21°25'57" W, a distance of 92.45 feet;  
 N 63°10'57" W, a distance of 354.19 feet;  
 N 2°40'57" W, a distance of 154.56 feet;  
 N 43°40'57" W, a distance of 12.63 feet to a point on the Southwesterly extension of the centerline to an existing drainage ditch and the True Point of Beginning;  
 thence continuing N 43°40'57" W along said Government Meander Line, a distance of 67.87 feet to a point in the centerline of Siwash Slough;  
 thence N 46°13'40" E along the centerline of said Siwash Slough, a distance of 392.03 feet;  
 thence N 41°56'57" E, a distance of 115.71 feet;  
 thence N 9°54'09" E, a distance of 282.67 feet;  
 thence N 75°20'08" E, a distance of 484.24 feet;  
 thence N 47°32'53" E, a distance of 231.73 feet;  
 thence N 5°14'24" E, a distance of 373.92 feet;  
 thence N 41°09'57" E, a distance of 155.02 feet;  
 thence N 67°50'00" E, a distance of 115.56 feet to a point on the Westerly line of that certain tract conveyed to Floyd G. Squires Sr. by J.T. Squires Sr. recorded November 29, 1939, in Volume 178 of Deeds, Page 345, Records of Skagit County, Washington and filed under Auditor's File No. 319462;  
 thence S 6°36'27" W along the Westerly line of the aforementioned tract, a distance of 82.50 feet;  
 thence S 71°53'33" E, a distance of 290.40 feet;  
 thence N 76°25'29" E, a distance of 33.15 feet;  
 thence N 21°30'33" W, a distance of 146.08 feet to a point on the Government Meander Line along the East side of said Section 36;  
 thence S 31°23'33" E along said Government Meander Line; a distance of 388.21 feet;  
 thence S 35°53'33" E, a distance of 582.52 feet;  
 thence S 49°23'33" E, a distance of 114.74 feet to a point on the Northeasterly extension of the centerline to said existing drainage ditch, and which point bears N 74°27'18" E, a distance of 2201.37 feet from the True Point of Beginning;  
 thence S 74°27'18" W along said drainage ditch centerline and the Southwesterly and Northeasterly extensions thereof, a distance of 2201.37 feet to the True Point of Beginning.

EXCEPT therefrom the County Road, now known as Samish Island Road, which runs through

said Government Lots 3 and 6 and the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 36.

AND EXCEPT that portion conveyed to Skagit County for road by deed recorded April 24, 1973, under Auditor's File No. 783970.

AND EXCEPTING from said premises any dike or ditch rights of way.

Situate in the County of Skagit, State of Washington.