

When recorded return to:

*Land Title & Escrow
3010 Commercial Ave
Anacortes, WA 98221*

201912190143

12/19/2019 04:17 PM Pages: 1 of 6 Fees: \$109.50
Skagit County Auditor

02-174982-DE

Land Title and Escrow

DEED OF TRUST

THIS DEED OF TRUST, made this *19th* day of *December*, 2019 between the following:

As GRANTOR(S), **Swinomish Indian Tribal Community**,
whose address is 11404 Moorage Way, La Conner, WA 98257

and

as TRUSTEE, **Land Title and Escrow, Inc.**
whose address is 3010 Commercial Avenue, Anacortes, WA 98221

and

as BENEFICIARY, **William W. Wooding**
whose address is 13540 Rosario Road, 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 full legal description attached as Exhibit A

Tax Parcel Number(s):

P109681, P19887, and P19805

which real property is vacant land, 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) herein contained, and payment of the sum of **Five Hundred Thousand Dollars (\$500,000)** plus interest in accordance with the terms of a promissory note dated _____, 2019, payable to Beneficiary, 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.

Due Date: The entire balance of the promissory note secured by this Deed of Trust shall be due and payable in full on or before March 31, 2020.

I. Definitions

"Beneficiary" means William Wooding and his successors and assigns.

"Borrower" means Swinomish Indian Tribal Community and its successors and assigns.

"Deed of Trust" means this Deed of Trust among Grantor, Beneficiary and Trustee.

"Default" means any of the events of default as set forth in this Deed of Trust or Related Documents.

"Grantor" means Swinomish Indian Tribal Community.

"Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals, extensions, modifications, refinancings, consolidations and substitutions for the Note or Related Documents.

"Note" means the promissory note signed by Grantor dated _____, 2019, in the amount of \$500,000 plus interest.

"Real Property" means the real property, interests and rights, as set forth in this Deed of Trust.

"Related Documents" means all promissory notes, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements, and documents, whether now or hereafter existing, executed in connection with the indebtedness.

"Trustee" means Land Title and Escrow, Inc. located at 3010 Commercial Avenue, Anacortes, WA 98221 and any substitute or successor trustees.

II. Covenants

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Beneficiary all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of the Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.
2. To keep the property in good condition and repair; to permit no waste thereof, and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.

3. 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.
4. 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.
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 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 hereinabove described, 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.

III. Duties of Grantor, Beneficiary and Trustee

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 re-convey 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.
5. This being a Deed of Trust to secure property 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.
6. 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.

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.

SWINOMISH INDIAN TRIBAL COMMUNITY, Grantor

By: Brian Clachar
 Title: chairman

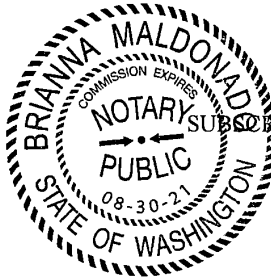
SUBSCRIBED AND SWORN to before me this 18 day of December, 2019.



Kelly George
 Printed Name: Kelly George
 Notary Public in and for the state of WA
 Residing at Skagit
 My Commission Expires: 3-7-20

WILLIAM WOODING, Beneficiary

By: William Wooding
 Title: OWNER



SUBSCRIBED AND SWORN to before me this 19 day of December, 2019.

Brianna Maldonado
 Printed Name: Brianna Maldonado
 Notary Public in and for the state of WA
 Residing at Nd Vernon WA 98773
 My Commission Expires: 08/30/2021

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: Legal Description, P19805, P19887, P109681PARCEL "A"

THAT PORTION OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., LYING SOUTHERLY OF THE GREAT NORTHERN RAILWAY COMPANY'S RIGHT OF WAY AND WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT 1,260 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$; THENCE NORTH TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE GREAT NORTHERN RAILWAY COMPANY, AND THE TERMINAL POINT OF SAID LINE;

EXCEPT ROAD;

AND EXCEPT THAT PORTION NORTHERLY OF THE NORTHERLY LINE OF THE ROAD RIGHT OF WAY COMMONLY KNOWN AS THE SOUTH MARCH POINT ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B"

THAT PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE SOUTHERLY LINE OF THE GREAT NORTHERN RAILWAY COMPANY, AT A POINT 130 FEET, MORE OR LESS, WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$; THENCE WEST 1,130 FEET, MORE OR LESS, TO A POINT 1,260 FEET WEST OF SAID SOUTHEAST CORNER; THENCE NORTH TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE GREAT NORTHERN RAILWAY COMPANY; THENCE SOUTHEASTERLY ALONG SAID LINE OF SAID RIGHT OF WAY TO THE POINT OF BEGINNING;

EXCEPT ROAD;

AND EXCEPT FROM PARCEL B THAT PORTION NORTHERLY OF THE NORTHERLY LINE OF THE ROAD RIGHT OF WAY COMMONLY KNOWN AS THE SOUTH MARCH POINT ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "C"

THE WEST 650 FEET OF THE NORTH 560 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

LOTS 1 TO 40, INCLUSIVE, IN BLOCK 4, LOTS 1 TO 40, INCLUSIVE IN BLOCK 5 AND LOTS 1 TO 20, INCLUSIVE, IN BLOCK 6 OF VACATED "THE RAILROAD ADDITION TO ANACORTES", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 36, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH THOSE PORTIONS OF VACATED STREETS AND ALLEYS AS HAVE REVERTED TO SAID PREMISES BY OPERATION OF LAW UPON VACATION;

ALSO KNOWN AS THE WEST 650 FEET OF THE NORTH 530 FEET OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.;

(RECORD SECTION 4, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.);

EXCEPT FROM ALL OF THIS PARCEL THAT PORTION CONDEMNED BY THE STATE OF WASHINGTON BY DECREE ENTERED ON MAY 22, 1961, IN THE SUPERIOR COURT FOR SKAGIT COUNTY, AS CAUSE NO. 26054;

AND EXCEPT THAT PORTION NORTHERLY OF THE NORTHERLY LINE OF THE ROAD RIGHT OF WAY COMMONLY KNOWN AS THE SOUTH MARCH POINT ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.