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02/20/2020 03:14 PM Pages: 1 of 8 Fees: \$111.50  
Skagit County Auditor

Document Title:

DEED OF TRUST

Reference Number :

Grantor(s):

additional grantor names on page \_\_\_\_.

1. G.D. & G.D., L.L.C., a Washington limited liability
- 2.

Grantee(s):

additional grantee names on page \_\_\_\_.

1. MARK BATES
- 2.

Abbreviated legal description:

full legal on page(s) 6, 7

MCLEAN'S 3RD ST TO MT VERNON S 60FT LT 4 BLK 2 DK 3 DT 92  
 MCLEAN'S 3RD ST TO MT VERNON S 60FT OF N 120FT OF LT 4 BLK 2 EXC E 138FT  
 MCLEAN'S 3RD ST TO MT VERNON N 60FT OF S 120FT OF E 138FT LESS ST LT DK 3 DT  
 92 4 BLK 2

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_\_.

P53463, P53465, & P53461

UNOFFICIAL DOCUMENT

AFTER RECORDING, RETURN TO:

KAMPBELL LEGAL PLANNING, PLLC  
4041 Ruston Way, Suite 200  
Tacoma, WA 98402-5300

DEED OF TRUST

THIS DEED OF TRUST, made this 31<sup>st</sup> day of December, 2019 between G.D. & G.D., LLC, a Washington limited liability company, Grantor, whose address is 11109 66<sup>th</sup> Avenue East, Puyallup, Washington 98373, Commonwealth Title Insurance Company, a corporation, Trustee, whose address is 1120 Pacific Avenue, Tacoma, Washington 98402, and Mark Bates, beneficiary, whose address is 10806 213<sup>th</sup> E., Graham, WA 98338.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real properties located in Pierce and Skagit Counties, Washington:

Parcel No.:

Pierce County Parcel No. 0419068019 (full legal description attached as **Parcel A**)  
Pierce County Parcel No. 7560015553 (full legal description attached as **Parcel B**)  
Skagit County Parcel No. P53463 (full legal description attached as **Parcel C**)  
Skagit County Parcel No. P53465 (full legal description attached as **Parcel D**)  
Skagit County Parcel No. P53461 (full legal description attached as **Parcel E**)

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of the agreement of each of the Grantor herein contained, and payment of the sum of two hundred sixty five thousand dollars (\$265,000) with interest, in accordance with the terms of the Promissory Note of even date herewith payable to the Beneficiary, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by the Beneficiary to Grantor, or any of his successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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

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.
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 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. 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. 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 the 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 hereinabove described, 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 entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to the Beneficiary to be applied to said obligations.
2. By accepting payment of any sum secured hereby after its due date, the Beneficiary does not waive his rights to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustees 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, Trustee or its authorized agent 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 sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be deposited with the clerk of the superior court of the county in which the sale took place to be distributed in accordance with R.C.W. 61.24.080.
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 his execution of this Deed of Trust, and such as he 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 purchasers and encumbrances 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; the Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity or disability or resignation of Trustee, the Beneficiary shall 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 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 their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. Should the Grantor transfer any of the subject real property in any manner, including by sale, option or otherwise, the entire balance of the promissory notes shall become immediately due and payable and any proceeds received from the transfer of any of the subject real property shall be applied first to the payment of the note held by the Beneficiary.

Grantor:

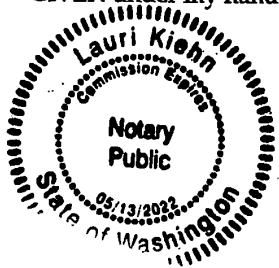
G.D. & G.D., LLC,  
a Washington Limited Liability Company

Shile Magee  
By: SHILE MAGEE  
Its: Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this day personally appeared before me, Shile Magee, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31 day of January, 2020.



Lauri Kienn  
NOTARY PUBLIC in and for the State of  
Washington, residing at: TACOMA

My commission expires: 5/13/22  
Print Name: Lauri Kienn



**PARCEL A**

Pierce County Parcel No. 0419068019

Section 06 Township Range 04 Quarter 43 : Lot 3 Of Short Plat 76-75 TOG/W Portion of Lot 2 Of Said Short Plat Described As Follows Beginning At Southeast Corner Of Lot 1 Of Said Short Plat Thence North Along East Line Of Said Short Plat To Southeast Corner of Lot 3 of Said Short Plat Thence West Along South Line Of Lot 3 162.60 Feet More Or Less To Southwest Corner Of Said Lot 3 Thence South Parallel With East Line Of Said Short Plat To South Line Of said Short Plat Thence East Along Said South Line To Southeast Corner of Lot 1 of Said Short Plat & Point of Beginning Except Southerly 100 Feet Thereof Easement Of Record Segregation Per SUP CT Probate 96-4-00359-2 Out Of 8-003 & 8-017 SEG M-0376 JU 12/15/00JU

**PARCEL B**

Pierce County Parcel No. 7560015553

Section 06 Township 19 Range 04 Quarter 44 Shea & Nolan 5 Acre Tracts: Shea & Nolan 5 Acre Tracts Lot 3 of Short Plat 80-121 Except That Portion CYD to P County/Company PER ETN 4022756 TOG/W EASE OUT of 555-4 SEG M-2798 JS EMS DC5/13/04JU

**PARCEL C**

Skagit County Parcel No. P53463

That portion of Lot 4, in Block 2, "McLEAN'S THIRD STREET ADDITION TO MT. VERNON," as per plat recorded in Volume 3 of Plats, page 66, records of Skagit County, Washington, lying South of a line which is 120 feet South of and parallel with the North line of said Lot,

EXCEPT the East of 30 feet thereof.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

**PARCEL D**

Skagit County Parcel No. P53465

The South 60 feet of the North 120 feet of lot 4, EXCEPT the East of 138 feet thereof, in Block 2 of "McLEAN'S THIRD STREET ADDITION TO MT. VERNON," as per plat recorded in Volume 3 of Plats, page 66, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

DEED OF TRUST

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PARCEL E

Skagit County Parcel No. P53461

The South 60 feet of the North 120 feet of the East 138 feet of Lot 4, Block 2, "McLEAN'S THIRD STREET ADDITION TO MT. VERNON," as per plat recorded in Volume 3 of Plats, page 66, records of Skagit County, Washington.

Except the East of 30 feet thereof.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.