

When recorded return to:

Clan 2002, LLC  
Clan 2002, LLC  
16428 Country Club Dr  
Burlington, WA 98233  
(360) 503-7772

GNW 20-5621

**DEED OF TRUST**

*(For use in the State of Washington only)*

THIS DEED OF TRUST, made on June 26, 2020 between

Allen N. Martin and Amy M. Martin, a married couple,  
as GRANTOR(S),  
whose address is PO Box 525, Clear Lake, WA 98235

and

Guardian Northwest Title  
as TRUSTEE,  
whose address is 1301 B Riverside Drive  
Mount Vernon, WA 98273

and

Clan 2002, LLC  
as BENEFICIARY,  
whose address is 16428 Country Club Dr  
Burlington, WA 98233

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:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART  
HEREOF. portions of Sections 28, 29 and 33 of TWP 35 R 5

Tax Parcel Number(s): P40541 & 350533-0-001-0103 & P40584 & 350533-1-001-3303 & P40319 & 350528-0-013-0007 & P40335 & 350529-0-008-0003 & P40320 & 350528-0-014-0006

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.

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This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of **ONE HUNDRED FIFTY FIVE THOUSAND AND 00/100** Dollars (\$155,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(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.
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(s). 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(s) 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(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.
7. **NO FURTHER ENCUMBRANCES:** (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.). As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

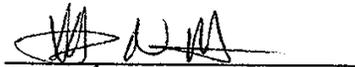
\_\_\_\_\_  
Grantor initials

\_\_\_\_\_  
Beneficiary initials

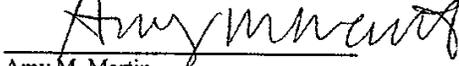
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## IT IS MUTUALLY AGREED THAT:

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 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.
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.

Dated: 6/25/20


Allen N. Martin



Amy M. Martin

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Allen N. Martin and Amy M. Martin is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 25<sup>th</sup> day of June, 2020

*Theresa R Johnson*  
Signature

Notary  
Title

My appointment expires: 4/29/23



**EXHIBIT A**  
**LEGAL DESCRIPTION**

Property Address: Panorama Place, Sedro-Woolley, WA 98284  
Tax Parcel Number(s): P40541, P40584, P40319, P40335, P40320

Property Description:

PARCEL "A":

Government Lots 13 and 14 in Section 28, Township 35 North, Range 5 East W.M., EXCEPT those portions conveyed to Skagit County for highway purposes by deeds dated July 31, 1946, November 12, 1948 and May 6, 1963, recorded October 27, 1947, March 19, 1949 and May 6, 1963 as Auditor's File Nos. 410435, 429111 and 635523.

PARCEL "B":

Government Lot 6 in Section 29, Township 35 North, Range 5 East W.M., EXCEPT those portions conveyed to Skagit County for highway purposes by Deeds dated July 31, 1946, November 12, 1949 and March 6, 1965, recorded October 27, 1947, March 18, 1949 and March 8, 1965, as Auditor's File Nos. 410435, 429111 and 663059.

PARCEL "C":

That portion of the North 1/4 of Section 33, Township 35 North, Range 5 East W.M., described as follows:

Beginning at the Northwest corner of said Section 33; thence North 88°26'49" East along the North line of said Section 33, a distance of 2788.12 feet to the North one quarter of said section; thence continuing North 88°26'49" East along said North line, 728.13 feet; thence South 00°33'37" West 910 feet; thence South 89°19'42" West, 2504.48 feet thence North 00°47'30" West, 269.48 feet; thence South 89°25'29" West, 990 feet to the West line of said Section 33; thence North 00°47'30" West along said West line, 584.5 feet to the point of beginning; EXCEPT that portion deeded to Skagit County for highway purposes.

PARCEL "D":

That portion of the Northwest 1/4 of Section 33, Township 35 North, Range 5 East, W.M., described as follows:

Commencing at the Southwest corner of said Northwest 1/4;  
thence North 0°18'51" West (called North 0°47'30" West on previous descriptions), along the West line of said Northwest 1/4, for a distance of 1,570.00 feet to the POINT OF BEGINNING;  
thence continue North 0°18'51" West for a distance of 440.00 feet; thence North 89°55'08" East (called North 89°25'29" East on previous descriptions), parallel with the South line of said Northwest 1/4, for a distance of 990.00 feet;  
thence South 0°18'51" East (called South 0°47'30" East on previous descriptions), parallel with the West line of said Northwest 1/4, for a distance of 440.00 feet to a point bearing North 89°55'08" East from the POINT OF BEGINNING;  
thence South 89°55'08" West, parallel with the South line of said Northwest 1/4, for a distance of 990.00 feet to the POINT OF BEGINNING. (Also known as Tracts 15 and 16 of unrecorded Plat of Steelhead Bend).

TOGETHER WITH a non-exclusive easement 100 feet in width for ingress, egress and utilities over and across Section 33, Township 35 North, Range 5 East, W.M., the centerline of which is described as follows:

Commencing at the East 1/4 corner of said Section 33;  
thence South 89°25'29" West, along the East-West centerline of said Section 33, a distance of 1,000.00 feet;  
thence South 3°00'16" West, 505 feet, more or less, to a point on the North line of the County Road known as the

Statutory Warranty Deed  
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Old Day Creek Road, said point also being the POINT OF BEGINNING of herein described centerline;  
thence North  $3^{\circ}00'16''$  East 505 feet, more or less, to the East-West centerline of said Section 33;  
thence continuing North  $3^{\circ}00'16''$  East 250.43 feet;  
thence South  $89^{\circ}25'29''$  West, parallel to said East-West centerline of Section 33, a distance of 420.00 feet;  
thence North  $0^{\circ}33'37''$  East 410.00 feet ;  
thence South  $89^{\circ}25'29''$  West, parallel to said East-West centerline of Section 33, a distance of 2,850 feet to the terminus of herein described centerline.

ALSO TOGETHER WITH a non-exclusive easement for ingress and egress and utilities over, under and upon a tract of land 60 feet in width lying 30 feet on each side of the following described centerline, described as follows;  
Commencing at the West 1/4 corner of said Section 33; thence North  $89^{\circ}55'08''$  East along the East-West centerline of said Section 33, a distance of 990.00 feet; thence North  $0^{\circ}18'51''$  West parallel with the West line of the Northwest 1/4 of said Section 33, a distance of 660.00 feet to the TRUE POINT OF BEGINNING; thence continue North  $0^{\circ}18'51''$  West, a distance of 550.64 feet; thence North  $53^{\circ}25'$ , a distance of 601.81 feet to the terminus of said described line.

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_