

WHEN RECORDED RETURN TO:

The Salmi Family Trust Dated Oct. 15 1990
20243 NE Novelty Hill Road
Redmond, WA 98053

DOCUMENT TITLE(S)

**WASHINGTON DEED OF TRUST AND ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S):

1) David L Decker

GRANTEE(S):

1) The Salmi Family Trust, dated October 15, 1990, a Washington revocable trust
Trustee: Chicago Title

ABBREVIATED LEGAL DESCRIPTION:

P4n W/2 19-35-06

TAX PARCEL NUMBER(S):

P41658/ 350619-0-015-0005, P41664/ 350619-3-002-0004, P41659/ 350619-0-017-0003,
P41662/ 350619-2002-0006 AND P461645/ 350619-004-0107

When recorded return to:

THE SALMI FAMILY TRUST, DATED OCTOBER 15, 1990
20243 N.E. Novelty Hill Road, Redmond, WA 98053

**WASHINGTON DEED OF TRUST
AND ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING, is made this July 15, 2020 between David L Decker, as GRANTOR, whose address is 16406 NE 96th PL, Redmond, WA 98052, and Chicago Title Insurance Company, a Washington State title company, as TRUSTEE, whose address is 425 Commercial St Ste MAIN, Mount Vernon, WA 98273, and The Salmi Family Trust, dated October 15, 1990, a Washington revocable trust as BENEFICIARY, whose address is 20243 N.E. Novelty Hill Road, Redmond, WA 98053.

WITNESSETH: In consideration of ten dollars (\$10) cash in hand paid by the Trustee to the Grantor, and the financial accommodations from the Beneficiary to the Grantor as described below, Grantor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, and its successors and assigns, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Grantor now has or may later acquire in the following described real property and Personalty (as hereinafter defined) in Skagit County, Washington ("Property"):

See attached Exhibit A.

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 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(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 Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

1. **Property.** The term "Property" shall mean all of the following, whether now owned or existing or hereafter acquired by the Grantor, wherever located:

(k) all of the real property described in Exhibit A attached hereto ("Land");

(l) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment ("Improvements");

(m) all easements, rights-of-way, licenses, privileges, and appurtenances to the Land;

(n) all crops growing or to be grown on the Land (including all such crops following severance from the Land);

(o) all standing timber (including all such timber following severance from the Land);

(p) all existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use or occupancy of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing, and all rents, issues profits and proceeds therefrom ("Rents");

(q) all drawings, contracts, materials, and personal property relating to any construction on the Land;

(r) all furniture, fixtures, equipment, inventory, furnishings and other personal property used in connection with the Land or Improvements;

(s) all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and

(t) all proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

2. **Obligations.** 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 (\$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(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 Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon. The parties further intend that this Deed of Trust shall operate as a security agreement with respect to those portions of the Property which are subject to Article 9 of the Uniform Commercial Code.

3. **Environmental Indemnity.** This Deed of Trust shall not secure the obligations of the Grantor or any other obligor under that certain Unsecured Environmental Indemnity of even date made in favor of Beneficiary. All of such obligations shall constitute the separate, unsecured, full recourse obligations of the Grantor and any other obligor identified therein and shall not be deemed to be evidenced by the Note or secured by this Deed of Trust.

4. **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 July 1, 2030.

5. **Assignment of Rents and Leases.** The Grantor assigns and transfers to the Beneficiary, as additional security, all right, title and interest of the Grantor in and to all leases which now exist or hereafter may be executed by or on behalf of the Grantor covering the Property and any extensions or renewals thereof, together with all Rents, it being intended that this is an absolute and present assignment of the Rents. Notwithstanding that this assignment constitutes a present assignment of leases and rents, the Grantor may collect the Rents and manage the Property, but only if and so long as a default has not occurred. If a default occurs, the right of Grantor to collect the Rents and to manage the Property shall thereupon automatically terminate and such right, together with other rights, powers and authorizations contained herein, shall belong exclusively to the Beneficiary. This assignment confers upon the Beneficiary a power coupled with an interest and cannot be revoked by the Grantor. Upon the occurrence of a default, the Beneficiary, at its option without notice and without seeking or obtaining the appointment of a receiver or taking actual possession of the Property may (a) give notice to any tenant(s) that the tenant(s) should begin making payments under their lease agreement(s) directly to the Beneficiary or its designee; (b) commence a trustee sale or foreclosure action and file a motion for appointment of a receiver; or (c) give notice to the Grantor that the Grantor should collect all Rents arising from the Property and remit them to the Beneficiary upon collection and that the Grantor should enforce the terms of the lease(s) to ensure prompt payment by tenant(s) under the lease(s). All Rents received by the Grantor shall be held in trust by the Grantor for the Beneficiary. All such payments received by the Beneficiary may be applied in any manner as the Beneficiary determines with respect to Grantor's obligations. The Grantor agrees to hold each tenant harmless from actions relating to tenant's payment of Rents to the Beneficiary.

6. **Enforcement of Assignment of Rents and Leases.** To the fullest extent permitted by applicable law, Beneficiary may:

- (i) terminate the license granted to Grantor to collect the Rents (regardless of whether Beneficiary or Trustee shall have entered into possession of the Property), collect and sue

for the Rents in Beneficiary's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees, apply the net proceeds thereof to any obligations as Beneficiary may elect;

(ii) make, modify, enforce, cancel or accept surrender of any leases, evict tenants, adjust Rents, maintain, decorate, refurbish, repair, clean, and make space ready for renting, and otherwise do anything Beneficiary reasonably deems advisable in connection with the Property;

(iii) apply the Rents so collected to the operation and management of the Property, including the payment of reasonable management, brokerage and attorneys' fees, or to the Grantor's obligations to Beneficiary; and

(iv) require Grantor to transfer and deliver possession of all security deposits and records thereof to Beneficiary.

7. **Security Agreement; Fixture Filing; Financing Statement.** This Deed of Trust creates a security interest in the Personalty (defined below), and, to the extent the Personalty is not real property, this Deed of Trust constitutes a security agreement from Grantor to Beneficiary under the Uniform Commercial Code of Washington State. In addition to all of its other rights under this Deed of Trust and otherwise, Beneficiary shall have all of the rights of a secured party under the Uniform Commercial Code of Washington State, as in effect from time to time, or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable Law. This Deed of Trust shall be effective as a financing statement filed as a fixture filing under the Washington Uniform Commercial Code, as amended or recodified from time to time, with respect to any Property which now is or later may become a fixture attached to the Land or Improvements and is to be filed for record in the real estate records of each county where any part of the Property (including such fixtures) is situated. This Deed of Trust shall also be effective as a financing statement with respect to any other Property as to which a security interest may be perfected by the filing of a financing statement and may be filed as such in any appropriate filing or recording office. The respective mailing addresses of Grantor and Beneficiary are set forth in the opening paragraph of this Deed of Trust. A carbon, photographic or other reproduction of this Deed of Trust or any other financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in this Section. Grantor hereby irrevocably authorizes Beneficiary at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable Law, reasonably required by Beneficiary to establish or maintain the validity, perfection and priority of the security interests granted in this Deed of Trust.

"Personalty" means all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Grantor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property, including all (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the Property or the business conducted therein (provided all of such agreements shall be subordinate to this Deed of Trust, and Beneficiary shall have no

responsibility for the performance of Grantors' obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, and all rebates or refunds of fees, taxes, assessments, charges or deposits paid to any governmental authority related to the Property or the operation thereof; (e) all insurance policies held by Grantors with respect to the Property or Grantors' operation thereof; and (f) all money, instruments and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Grantor with Beneficiary related to the Property, including any such deposit account from which Grantor may from time to time authorize Beneficiary to debit and/or credit payments due with respect to the loan; together with all additions to and proceeds of all of the foregoing.

"Accessories" means all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and other articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Grantor, which are now or hereafter attached to or situated in, on or about the land or improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the land or stored elsewhere) for use or installation in or on the land or improvements, and all additions to the foregoing, all of which are hereby declared to be permanent accessions to the land.

"Accounts" means all accounts of Grantor within the meaning of the Uniform Commercial Code of the State, derived from or arising out of the use, occupancy or enjoyment of the Property or for services rendered therein or thereon.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. DUE ON SALE: The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

IT IS ALSO MUTUALLY AGREED THAT:

29. 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.

30. 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. 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.

31. Upon default by Grantor(s) 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.

32. 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(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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.

33. 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.

34. 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(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

35. 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.

BORROWER:
David L Decker
An Individual

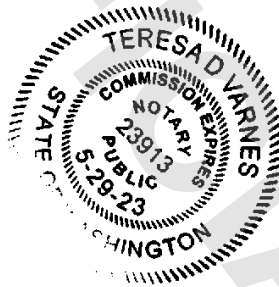


David L Decker, in his personal capacity

STATE OF WASHINGTON)
COUNTY OF Skagit) ss.

I certify that I know or have satisfactory evidence that DAVID L. HICK is/are the person(s) who appeared before me, and said person(s) 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 this instrument.

DATED this 20th day of July, 2020.



Teresa D. Varner
Name: Teresa D. Varner
Notary Public in and for the State of Washington
Residing at Island Co
My appointment expires: 5/29/23



UNOFFICIAL DOCUMENT

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: _____

By: _____

Print name: _____

EXHIBIT "A" LEGAL DESCRIPTION

Order No.: 620043324

**For APN/Parcel ID(s): P41658/ 350619-0-015-0005, P41664/ 350619-3-002-0004, P41659/
350619-0-017-0003, P41662/ 350619-2-002-0006 and P41645 /
350619-0-004-0107**

PARCEL A:

That portion of the Northeast Quarter of the Southwest Quarter of Section 19, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at a point on the North line of County Road 20 feet West of the East line of that certain tract conveyed by Sam L. Sidebottom and Dorothy Sidebottom to Pierre Mandell by deed dated March 31, 1961, and recorded on April 6, 1961, under Auditor's File No. 606114; thence North parallel with said East line 300 feet; thence West parallel with the North line of the County Road 230 feet; thence South parallel with the East line of the above described tract 300 feet, more or less, to the North line of the County Road; thence East along said North line to the point of beginning.

Situated in Skagit County, Washington.

PARCEL B:

Government Lots 3 and 4; the Southeast 1/4 of the Northwest 1/4; EXCEPT the East 15 acres thereof; and the Northeast 1/4 of the Southwest 1/4; EXCEPT the East 15 acres thereof; all in Section 19, Township 35 North, Range 6 East Willamette Meridian.

EXCEPTING from the above described premises Walberg Road and the following tracts:

1) Beginning at a point on the North line of the County road 20 feet West of the West line of the East 15 acres of the Northeast 1/4 of the Southwest 1/4 of said Section 19; thence North parallel with the said West line, a distance of 300 feet; thence West parallel with the North line of the County road, 230 feet; thence South parallel with said West line, a distance of 300 feet, more or less, to the North line of the County road; thence East along said North line to the point of beginning.

2) Commencing at a point 987.4 feet West of the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 19 on the South boundary of said Northeast 1/4 of the Southwest 1/4; thence Northerly on a line parallel to the centerline of said Section 19, a distance of 250 feet; thence Westerly on a line parallel to the said South boundary of said Northeast 1/4 of the Southwest 1/4, a distance of 310 feet; thence Southerly along a line parallel to said centerline of said Section 19, a distance of 250 feet; thence Easterly along said South boundary of said Northeast 1/4 of the Southwest 1/4 a distance of 310 feet, more or less, to the point of beginning.

3) Commencing at a point 987.4 feet West of the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 19 on the South boundary of said Northeast 1/4 of the Southwest 1/4; thence Northerly on a line parallel to the centerline of said Section 19, a distance of 250 feet; thence Easterly on a line parallel to said South boundary of said Northeast 1/4 of the Southwest 1/4 to a point that is 250 feet West of the West line of the East 15 acres of the Northeast 1/4 of the Southwest 1/4 of said Section 19; thence South parallel with said West line to the South boundary of said Northwest 1/4 of the Southwest 1/4; thence West to the point of beginning.

EXHIBIT "A" LEGAL DESCRIPTION

(continued)

4) That portion of Government Lots 3, 4 and 5, Section 19, Township 35 North, Range 6 East Willamette Meridian, described as follows:

Commencing at the Southwest corner of said Section 19; thence North $0^{\circ} 03' 19''$ West, 988.86 feet along the West line of said Section 19 to an intersection with the Northerly margin of the Walberg Road as described in Deed to Skagit County for road purposes recorded January 31, 1961, under Auditor's File No. 603631, said intersection being the true point of beginning; thence Northeasterly along said Northerly margin being an arc of a curve having a radius of 603.00 feet and an initial tangent bearing of North $20^{\circ} 55' 52''$ East through a central angle of $70^{\circ} 19' 12''$, an arc distance of 740.07 feet to a point of tangency; thence South $88^{\circ} 44' 56''$ East, 570.00 feet along said Northerly margin; thence North $40^{\circ} 22' 40''$ West, 99.00 feet; thence North $0^{\circ} 03' 19''$ West, 1991.2 feet to the centerline of an existing slough; thence Southwesterly along the centerline of said slough to an intersection with said West line of Section 19; thence South $0^{\circ} 03' 19''$ East, 1157.0 feet along said West line to the true point of beginning.

TOGETHER WITH that certain 30 foot wide non-exclusive easement for ingress, egress and utilities as said easement is set forth and reserved in document recorded December 3, 1986, under Auditor's File No. 8612030065, Records of Skagit County, Washington.

Situated in Skagit County, Washington.