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08/13/2020 03:15 PM Pages: 1 of 6 Fees: \$109.50
Skagit County Auditor

When Recorded Return To:

Jonathan Luke
21920 76th Ave W, Suite 202
Edmonds, Wa 98026

CHICAGO TITLE
620041389

DEED OF TRUST

(Document Summary)

Grantor: Clear Skyline LLC
Grantee (beneficiary): CLLK LLC
Legal Description (abbreviated): PTN GL 1 12-34-4, SKAGIT COUNTY, WASHINGTON
Assessor's Parcel Number: P111669/4138-003-001-0100; P24553/34041-113-003-0004;
P24594/340412-0-041-0102 340412.0-004-0008
Reference Number: None Mq

THIS DEED OF TRUST, made this 13th day of August, 2020 between Clear Skyline LLC, a Washington limited liability company, **"Grantor"**, whose address is 12207 Hwy 9 Mount Vernon, Wa,

Luke & Olsen, PSC, a Washington professional service corporation, **"Trustee"**, whose address is 21920 76th Ave W, Suite 202 Edmonds, WA 98026, (425) 744-0411, and

CLLK LLC, a Washington limited liability company, **"Beneficiary"** or **"Grantee"**, whose address is 310 Commercial Ave Anacortes, WA 98221,

Witnesseth: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property (the **"Property"**) in Skagit County, Washington:

(legal description attached as Exhibit A)

which Property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, improvements, buildings, fixtures, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

DUE ON SALE. If all or any part of the Property on which this Deed of Trust is a lien, or an interest therein, is sold, assigned, or transferred by the Grantor without the Beneficiary's prior written, express consent, excluding the creation of a lien or encumbrance subordinate to this Deed of Trust or a transfer by devise, descent, or by operation of law upon the death of the Grantor, the Beneficiary may, at Beneficiary's sole discretion, declare all sums to be immediately due and payable.

TAXES AND INSURANCE. Grantor shall pay real estate taxes and hazard insurance on the Property as due and shall promptly provide Beneficiary with evidence of those payments.

PAYMENT IN FULL. The Note secured by this Deed of Trust shall be paid in full no later than September 1, 2030.

This Deed of Trust is for the purpose of securing performance of each agreement of grantor herein contained and/or referenced, and payment of the sum of \$175,000.00 United States Dollars with interest, in accordance with the terms of a promissory note (the "Note") of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by 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 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, assessments, insurance premiums, liens, encumbrances or other charges against the Property hereinabove described; 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 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, 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.

IN ADDITION, IT IS MUTUALLY AGREED THAT:

7. 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.

8. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his/her/its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

9. 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.

10. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained and/or referenced herein, 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: (a) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto.

11. 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 purchaser and encumbrancers for value.

12. 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.

13. 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 such action or proceeding is brought by the Trustee.

14. 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.

GRANTOR:

CLEAR SKYLINE, LLC,
A Washington limited liability company

By: *S. Sunner*
Sukhwinder Sunner, Member

By: *Ramandeep Kaur*
Ramandeep Kaur, Member

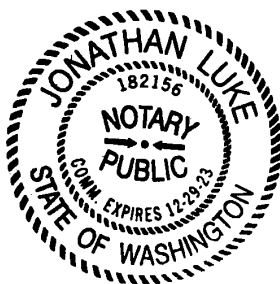
STATE OF WASHINGTON)

: ss

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Sukhwinder Sunner and Ramandeep Kaur are the persons who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the owner/member of Clear Skyline LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of August, 2020.

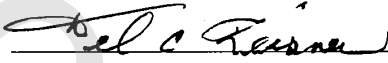


NOTARY PUBLIC for the State of Washington

Printed Name: JONATHAN LUKE

My commission expires 12/29/23

Approved as to form and content:



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.

Beneficiary

Dated: _____

EXHIBIT A**Legal Description****PARCEL A:**

All that certain 100 foot wide strip of land conveyed to the Seattle Lake Shore and Eastern Railway Company by deed recorded July 11, 1890, in Volume 10 of Deeds, page 647, in Government Lot 1, Section 12, Township 34 North, Range 4 East of the Willamette Meridian, lying Northerly of a line drawn at right angles to the centerline of said strip of land at a point 244 feet Southerly of the North line of said Government Lot 1;

Except any portion thereof lying within the as-built and existing County Road right of way known as Beaver Lake Road.

Situated in Skagit County, Washington.

PARCEL B:

That portion of Government Lot 1, Section 12, Township 34 North, Range 4 East of the Willamette Meridian, lying Easterly of that 100 foot wide strip of land conveyed to the Seattle Lake Shore and Eastern Railway Company by deed recorded in Volume 10 of deeds, page 647, and lying Northerly of the as-built and existing County Road right of way, known as the Beaver Lake Road, and lying Westerly of the West line of the as-built and existing County Road right of way known as South Front Street;

Situated in Skagit County, Washington.

PARCEL C:

That portion of vacated Buchanan Street lying between the Westerly line of the Northern Pacific Railroad right of way and the Easterly line of the State Highway, and South of the South line of Lot 1, Block 3, Plat of Clear Lake Skagit County, Washington, according to the plat thereof, recorded in Volume 4 of plats, pages 22 and 23, records of Skagit County, Washington.

Situated in Skagit County, Washington.

PARCEL D:

That portion of Government Lot 1, Section 12, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

BEGINNING at a point 396 feet East of the quarter Section Section post on the North boundary of said Section 12, at a point where the Easterly line of the State highway intersects the North boundary line of said Section 12; thence Southerly along the Easterly line of State Highway, 100 feet, more or less, to a point of intersection with the Westerly line of the right of way of the Northern Pacific Railroad; thence Northerly along said Westerly line, 103 feet, more or less, to the North boundary line of said Section 12; thence West along said North boundary line 45 feet, more or less, to the Point of Beginning.

Except that portion lying within the Beaver Lake County Road.

Situated in Skagit County, Washington.

END OF EXHIBIT A