

**WHEN RECORDED RETURN TO:**

Richard M. Simcock, D.D.S.  
1201 3<sup>rd</sup> Avenue, Suite 3200  
Seattle, Washington 98101

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**DEED OF TRUST - Commercial**

GNW 20-8531

**GRANTOR (borrower):** TEL PROPERTIES, LLC  
**BENEFICIARY (lender):** RICHARD M. SIMCOCK, D.D.S.  
**GRANTEE (trustee):** First American Title Insurance Company  
**LEGAL DESCRIPTION (Abbreviated):** LOT 2 S/P MV-8-91 REC AF#9105210050 BEING PTN E1/2 W1/2  
NW1/4 SE1/4, SECTION 20, TOWNSHIP 34 NORTH, RANGE 4  
EAST, W.M.  
**ASSESSOR'S TAX PARCEL ID #:** P99262  
**REFERENCE NOS OF DOCUMENTS RELEASED OR ASSIGNED:** n/a

**THIS DEED OF TRUST**, made this 2 day of Dec, 2020, between Matthew E. Carlson, D.D.S. or his assigns, **GRANTOR (borrower)**, whose address is 130 South 15<sup>th</sup> Street, Suite 101, Mount Vernon, Washington 98274, **First American Title Insurance Company**, a corporation, **GRANTEE (trustee)**, whose address is 920 5th Ave Suite 1250, Seattle, Washington, 98104, and Richard M. Simcock, D.D.S., **BENEFICIARY (lender)**, whose address is 1201 3rd Avenue, Suite 3200, Seattle, Washington 98101.

**WITNESSETH:** Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following:

The land described on **Exhibit A** hereto, more commonly known as 130 S. 15th Street, Mount Vernon, Washington 98226, 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.

If all or any part of the property or any interest in it is sold or transferred without the Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of **\$205,000** with interest, in accordance with the terms of a Promissory 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 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. The Grantor does hereby covenant and agree to continuously provide such coverage naming the beneficiary as an additional named insured and providing a current Certificate of Insurance at all times. The said insurance shall be in such insurance companies as the Beneficiary may approve, and have a loss payable first to the Beneficiary as its interest may appear, and then to the Grantor. The said insurance policy shall insure the buildings and permanent improvements to their full replacement value and the deductible shall not be more than Ten Thousand Dollars (\$10,000). 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.

**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 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 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; (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 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 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; 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 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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. If the Property or any part thereof is sold, conveyed, leased, transferred, encumbered, or full possessory rights therein transferred without the prior written consent of Beneficiary, then Beneficiary may declare the entire remaining principal balance under this Deed of Trust immediately due and payable. This provision shall apply to each and every sale, transfer, conveyance or encumbrance regardless of whether or not Beneficiary has consented or waived its rights, whether by action or non-action, in connection with any previous sale, transfer, conveyance or encumbrance, whether one or more.

TEL Properties, LLC, a WA limited liability company

Dated: 12/10/2020

Matthew E. Carlson DDS, Member  
Matthew E. Carlson, D.D.S., Member

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF Skagit        )

I hereby certify that I know or have satisfactory evidence that **Matthew E. Carlson, D.D.S.**, is the person who appeared before me as a member of TEL Properties, LLC, and said person acknowledged that he signed this instrument, and on oath stated it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 10<sup>th</sup> day of December, 2020.



Deborah M Sorum  
Notary Public in and for the State of WA.  
My Commission expires 9-19-21

**EXHIBIT A  
LEGAL DESCRIPTION**

LOT 2 OF MOUNT VERNON SHORT PLAT NO. 8-91, APPROVED MAY 2, 1991, RECORDED MAY 21, 1991, IN BOOK 9 OF SHORT PLATS, PAGES 362 AND 363, UNDER AUDITOR'S FILE NO. 9105210050, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BEING A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

APN: P99262

DEED OF TRUST - 6

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**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 \_\_\_\_\_.

\_\_\_\_\_  
Richard M. Simcock, D.D.S., Lender