

202101250210

01/25/2021 03:07 PM Pages: 1 of 8 Fees: \$422.00  
Skagit County Auditor, WA

**Recording Requested By**  
Anchor Loans, LP

**When Recorded Mail To**  
ANCHOR LOANS, LP  
One Baxter Way, Suite 220  
Thousand Oaks, CA 91362

Title Order No. 01-182911-O

Space above this line for recorder's use

**LAND TITLE AND ESCROW**  
DOCUMENT TITLE:

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

REFERENCE NO. OF DOCUMENTS  
ASSIGNED/ RELEASED:

GRANTOR(S):

BJT HOLDINGS LLC, a Nevada Limited Liability Company

GRANTEE(S):

ANCHOR LOANS, LP, a Delaware Limited Partnership

ABBREVIATED LEGAL DESCRIPTION:  
(Full legal description on Exhibit A)

PTN LOT 6, ALL LOT 7, BLK 8, AMENDED SHANNON'S 1ST  
ADD. TO ANACORTES.

ASSESSOR'S PARCEL NO.:

3814-008-007-0006, P58892  
Anchor Loans, Trustee

WNT.   
1880065261N  
Deed of Trust (WA) Page 1 of 8

## DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS

Loan No. 980095

This Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents ("Deed of Trust"), is made this 20th day of January, 2021, by BJT HOLDINGS LLC, a Nevada Limited Liability Company ("Grantor"), as grantor, to ANCHOR LOANS, LP, a Delaware Limited Partnership ("Trustee"), as trustee, for the benefit of ANCHOR LOANS, LP, a Delaware Limited Partnership, as to an undivided 100.000% interest equal to \$276,300.00 ("Beneficiary"), as beneficiary.

### GRANT IN TRUST, WITH POWER OF SALE

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of Skagit, State of Washington: **THE WEST 1/2 OF LOT 6 AND ALL OF LOT 7, BLOCK 8, "AMENDED PLAT OF SHANNON'S FIRST ADDITION TO THE CITY OF ANACORTES," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 8, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.,** (the "Real Property") which has the address of 811 26th Street, Anacortes, WA 98221, APN: 3814-008-007-0006, P58892, (herein "Property Address");

**TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents** (subject however to the rights and authorities given herein to Beneficiary to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, grading plans, specifications, engineering, approvals, permits, construction contractors, vendor agreements and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; all contract rights pursuant to any purchase and sale agreements or any other agreement, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Real Property or to any business now or later to be conducted on it, or to the Real Property generally; together with and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property".

### THIS DEED OF TRUST IS MADE TO SECURE TO BENEFICIARY:

(a) the repayment of the indebtedness evidenced by Grantor's note (herein "Note") dated January 20, 2021, in the principal sum of U.S. \$276,300.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Grantor herein contained; and (b) repayment of any future advances, with interest thereon, made to the Grantor by Beneficiary when evidenced by promissory notes stating that said notes are secured hereby (herein "Future Advances"); (c) performance of each and every agreement, obligation, covenant and condition made by or imposed upon Grantor under this Deed of Trust (including, without limitation, those contained in any document incorporated by reference herein) and all supplements, amendments, modifications, extensions and renewals thereof; and in addition (d) this Deed of Trust shall provide the same security on behalf of the Beneficiary, to cover extensions (including but not limited to renewal fees of up to 2.0% of the original principal amount secured hereby for each extension granted), modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Grantor herein contained.

Notwithstanding any of the foregoing, the obligations secured by this Deed of Trust shall not include the obligations of Grantor under any hazardous materials indemnity agreement now or hereafter executed by Grantor (or any other person or entity) in connection with the loan evidenced by the Note. The obligations secured by this Deed of Trust shall also not include the obligations under any guaranty now or hereafter executed by any guarantor in connection with the loan evidenced by the Note.

Grantor covenants that Grantor is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered except for encumbrances of record, and that Grantor will defend any action or proceeding purporting to affect this Deed of Trust 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.

**UNIFORM COVENANTS, GRANTOR AND BENEFICIARY COVENANT AND AGREE AS FOLLOWS:**

**1. Payments of Principal and/or Interest.** Grantor shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by this Deed of Trust.

**2. Funds for Taxes and Insurance (Impounds).** Subject to applicable law, and if required by the Beneficiary, Grantor shall pay to Beneficiary on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Beneficiary on the basis of assessments and bills and reasonable estimates thereof. Grantor shall not be obligated to make such payments of Funds to Beneficiary to the extent that Grantor makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Beneficiary.

If Grantor pays Funds to Beneficiary, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Beneficiary if Beneficiary is such an institution). Beneficiary shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Beneficiary may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Beneficiary pays Grantor interest on the Funds and applicable law permits Beneficiary to make such a charge. Grantor and Beneficiary may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Grantor, and unless such an agreement is made or applicable law requires such interest to be paid, Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Beneficiary, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Grantor's option, either promptly repaid to Grantor or credited to Grantor on monthly installments of Funds. If the amount of the Funds held by Beneficiary shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency in one or more payments as Beneficiary may require.

Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall promptly refund to Grantor any Funds held by Beneficiary. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Beneficiary, Beneficiary shall apply, no later than immediately prior to the sale of the Property or its acquisition by Beneficiary, any Funds held by Beneficiary at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Beneficiary under the Note and paragraphs 1 and 2 hereof shall be applied by Beneficiary first in payment of amounts payable to Beneficiary by Grantor under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**4. Prior Mortgages and Deeds of Trust; Liens.** Grantor shall perform all of Grantor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Grantor's covenants to make payments when due. Grantor shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Grantor agrees to keep all buildings now or hereafter erected on the Real Property 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 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.

The insurance carrier providing the insurance shall be chosen by Grantor subject to approval by Beneficiary; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Beneficiary and shall include a standard mortgage clause in favor of and in a form acceptable to Beneficiary. Beneficiary shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of a loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

If the Property is abandoned by Grantor, or if Grantor fails to respond to Beneficiary within 30 days from the date notice is mailed by Beneficiary to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply their insurance proceeds at Beneficiary's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

If Grantor obtains earthquake, flood or any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Beneficiary, then such insurance shall: (i) name the Beneficiary as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Grantor shall perform all of Grantor's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Grantor shall complete any building, structure or improvement being built, or about to be built on the Real Property, and restore promptly any building, structure or improvement thereon which may be damaged or destroyed. Grantor shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.

**7. Protection of Beneficiary's Security.** If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Beneficiary's interest in the Property, including but not limited to proceedings by the Beneficiary to obtain relief from stay in any bankruptcy proceeding which would prohibit Beneficiary enforcing its rights under the Deed of Trust, then Beneficiary, at Beneficiary's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Beneficiary's interest. If Beneficiary required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Grantor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Grantor's and Beneficiary's written agreement or applicable law.

Any amounts disbursed by Beneficiary pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Grantor secured by this Deed of Trust. Such amounts as are disbursed by Beneficiary shall be payable, upon notice from Beneficiary to Grantor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Beneficiary to incur any expense or take any action hereunder.

**8. Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause therefore related to Beneficiary's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**10. Forbearance by Beneficiary Not a Waiver.** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

**11. Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Grantor shall be joint and several. The term "Beneficiary" shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

**13. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Grantor or the Property at the Property Address or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be given by certified mail to Beneficiary at Beneficiary's address set forth on the first page of this Deed of Trust or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Beneficiary when given in the manner designated herein.

**14. Governing Law.** This Deed of Trust shall be governed by the Laws of the State of Washington. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

**15. Beneficiary's Right to Require The Loan to be Paid Off Immediately.** If without Beneficiary's prior written consent the Property encumbered by this Deed of Trust or any portion thereof or any interest therein is sold, conveyed, mortgaged, transferred, encumbered (including, but not limited to, PACE/HERO loans, any "clean energy" lien or loan designated to assist with "clean energy" upgrades, renovations, or products, any loans where payments are collected through property tax assessments, super-voluntary liens which are deemed to have priority over the lien of this Security Instrument, land sale leaseback, installment sale contract, lease-option leaseback, contract for deed or conditional sales contract financing), hypothecated, assigned, leased in its entirety for a term of greater than two (2) years or transferred, if the borrower shall be voluntarily or involuntarily divested of title to the Property, or any portion thereof or any interest therein, in any manner, or if more than 25% of the stock, limited partnership interests, managing or non-managing membership interests or any other direct or indirect legal or beneficial ownership interests (as the case may be) of Grantor or any partner, member, shareholder or any other direct or indirect legal or beneficial owner of Grantor shall be sold, conveyed, mortgaged, transferred, hypothecated, assigned or encumbered (each of such foregoing events shall be referred to herein as a "Transfer"), the whole sum of outstanding principal and all accrued and unpaid interest under the Note secured hereby shall, at the option of Beneficiary and without notice, become immediately due and payable. Beneficiary's option hereunder may be exercised at any time after any such Transfer event, and the acceptance by Beneficiary of one or more installments of principal or interest under the Note from any person thereafter shall not constitute a waiver of Beneficiary's option. Consent to one such Transfer shall not be deemed to be waiver of the right to require such consent to future successive Transfers.

**16. Assignment of Rents; Appointment of Receiver; Beneficiary in Possession.** As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Grantor hereby assigns to Beneficiary the rents of the Property, provided that Grantor shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Beneficiary, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Beneficiary or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

As further additional security hereunder, in the event that any portion of the subject property is leased to any party, Grantor shall provide Beneficiary with fully a executed Tenant Estoppel Letter and copy of fully executed valid and current Lease for each tenant in possession of any leased portion of the subject property, a full Rent Roll evidencing the nature of any lease of any portion of the subject property, including but not limited to an identification of the portion of the subject property so leased, the name of the Tenant, the term of the tenancy, and the amount of periodic rent and other funds to the Grantor under the terms of the Lease.

**17. Default; Acceleration; Additional Remedies.** Any of the following events shall be deemed a default under this Deed of Trust: (a) the occurrence of a default in the payment, when due, of principal or interest on the Note or any other sum secured hereby; or (b) the occurrence of a default under any term, covenant, agreement, condition, provision, representation or warranty of Grantor contained in this Deed of Trust or any other agreement secured hereby; or (c) the occurrence of a default under any other note evidencing a loan made by Beneficiary or serviced, arranged or made by Anchor Loans, LP or its Affiliates to Grantor or Grantor's partner, member, subsidiary or Grantor's Affiliate. As used in this Deed of Trust, "Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with a designated person or entity.

Upon the occurrence of any default under this Deed of Trust, 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.

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.

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.

**18. Reconveyance.** Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

**19. Substitution of Trustee.** Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**20. Request for Notices.** Grantor requests that copies of the notice of sale and notice of default be sent to Grantor's address which is the Property Address.

#### MISCELLANEOUS PROVISIONS

**21. General Provisions.** Grantor acknowledges and agrees that time is of the essence with respect to the obligations under this Deed of Trust and the Note secured by this Deed of Trust. A determination that any provision of this Deed of Trust is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Deed of Trust to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. This Deed of Trust may not be amended except in a writing specifically intended for such purpose and executed by Grantor and Beneficiary. Captions and headings in this Deed of Trust are for convenience only and shall be disregarded for any other purpose. The words "include" and "including" shall be interpreted as if followed by the words "without limitation."

**22. Final Expression/No Oral Agreements.** READ THIS DOCUMENT CAREFULLY. THIS DEED OF TRUST REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

**23. Construction or Home Improvement Loan.** If the loan secured by this Deed of Trust is a construction or home improvement loan, Grantor is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Grantor and Beneficiary.

**24. Environmental Provisions.**

(a) Grantor represents and warrants to Beneficiary, to the best of Grantor's knowledge after due and diligent inquiry, no hazardous or toxic waste or substances are being stored on the Property or any adjacent property nor have any such waste or substances been stored or used in, on, under, over or about the Property or any adjacent property prior to or during Grantor's ownership, possession or control of the Property, other than the use or storage of hazardous or toxic waste or substances generally used in the ordinary course of operating, maintaining or developing properties such as the Property, all of which Grantor covenants have and will be used, stored and disposed of in accordance with commercially reasonable practices and all applicable federal, state and local laws, regulations and ordinances. Grantor shall provide written notice to Beneficiary immediately upon Grantor becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor will not cause nor permit any activities on the Property which directly or indirectly could result in the Property or any other property becoming contaminated with hazardous or toxic waste or substances. For purposes of this Deed of Trust, the term "hazardous or toxic waste or substances" means any chemical, substance or material classified or designated as hazardous, toxic or radioactive, or similar term, and now or hereafter regulated under any applicable federal, state or local statute, regulation, ordinance or requirement, now or hereafter in effect, pertaining to environmental protection, contamination or cleanup.

(b) Grantor shall comply, at Grantor's expense, with all statutes, regulations and ordinances which apply to Grantor or the Property, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction which Grantor is bound by, relating to the use, collection storage, treatment, control, removal or cleanup of hazardous or toxic substances in, on, under, over or about the Property or in, on, under, over or about any adjacent property that becomes contaminated with hazardous or toxic substances as a result of renovation, repair, restoration, operations or other activities on, or the contamination of, the Property. Beneficiary may, but is not obligated to, enter upon the Property to inspect it for compliance and to take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary; and whether or not Grantor has actual knowledge of the existence of hazardous or toxic substances in, on, under, over or about the Property or any adjacent property as of the date hereof, Grantor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities.

(c) Grantor's obligations under this paragraph 24 are unconditional and shall not be limited by a non-recourse or other limitations of liability provided for in this Deed of Trust or any other Loan Document. Notwithstanding the foregoing, in the event that any obligation of Grantor under this paragraph 24 is deemed to be substantially the same as any obligation required of Grantor under a separate hazardous materials indemnity agreement, such obligation shall not be required under this paragraph 24 nor secured by this Deed of Trust, and instead shall be required only as an unsecured obligation under the separate hazardous materials indemnity agreement.

**25. Acceptance by Beneficiary of a Partial Payment After Notice of Default.** By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Beneficiary or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

**26. Counterparts.** This Agreement and the signature pages hereto may be executed in one or more counterparts, each of which shall be binding on the parties and all of which shall constitute a single agreement.

**27. Financing Statement.** This Deed of Trust also constitutes a fixture filing financing statement pursuant to the Uniform Commercial Code of the State of Washington, filed in the real property records pursuant to RCW 62A.9A-502. The Grantor is the Debtor, the Beneficiary is the Secured Party, and their respective addresses for the purpose of this fixture filing and the giving of any notice under or in connection with this Deed of Trust is as first stated above. The mailing address of the Beneficiary is as shown at the top of this Deed of Trust. This fixture financing statement covers items of property which are or are to become fixtures with respect to the real property described in Exhibit A hereto. This Deed of Trust is given to secure an obligation incurred for to pay a portion of the cost of the acquisition of the Property and for constructing one or more residential dwellings on the Real Property.

**28. Attorney Fees.** Grantor agrees 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..

**WASHINGTON NOTICE:** Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

IN WITNESS WHEREOF, GRANTOR HAS EXECUTED THIS DEED OF TRUST

BJT HOLDINGS L.L.C., a Nevada Limited Liability Company

\_\_\_\_\_  
Grantor By: Jeffrey Ehler, Manager Date 1-21-2021

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

State of ~~California~~ NEVADA  
County of ~~CLARK~~ CLARK  
On JAN 21, 2021 before me, Tracy Williams, notary public,  
personally appeared Jeffrey Ehler who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)

