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03/26/2021 11:48 AM Pages: 1 of 7 Fees: \$110.50
Skagit County Auditor

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Robert W. Janicki
103 N. Township St.
Sedro-Woolley, WA 98284

DEED OF TRUST

Grantor: ROBERT W. JANICKI and KARA E. JANICKI,
husband and wife

Grantee: JERRY HIGHET and SHELLIE EUBANKS-HIGHET,
husband and wife

Abbreviated Legal: Lot(s) A and Ptn. Gov Lot 1 26-36-02

Additional Legal on pages: Exhibit "A"

Assessor's Tax Parcel Nos.: 360226-0-033-0106 / P47144
360226-0-049-0108 / P47163

THIS DEED OF TRUST, made March 10, 2021, between ROBERT W. JANICKI and KARA E. JANICKI, as Grantor, whose address is 103 N. Township Street, Sedro Woolley, WA 98284; SKAGIT LAW GROUP, PLLC, a Washington professional limited liability company, as Trustee, whose address is P. O. Box 336, Mount Vernon, Washington, 98273; and JERRY HIGHET and SHELLIE EUBANKS-HIGHET, husband and wife, as Beneficiary, whose address is 10907 Samish Beach Lane, Bow, Washington, 98232.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

As hereto attached in Exhibit "A" and by this reference made a part hereof.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record,

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 herein contained, and payment of the sum of \$500,000.00, with interest, in accordance with the terms of a Promissory Note dated December 14, 2020, 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 improvements 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 free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
- 3) 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.
- 4) 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.
- 5) 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 portions as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

Deed of Trust - 2

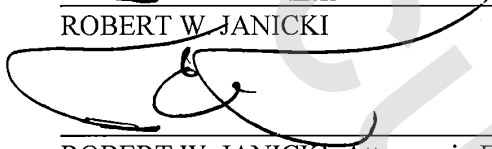
- 2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 3) The trustee shall reconvey all or any part of the property covered by this Deed 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 fees; (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 had or had the power to convey at the time of its execution of this Deed of Trust, and such as it may have acquired thereafter. Trustee's deeds 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 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.

TRANSFER OF PROPERTY; ASSUMPTION:

- 1) Beneficiary may declare all sums secured by this Deed of Trust to be immediately due and payable if all or any part of the property or any interest therein is sold or transferred by Grantor without Beneficiary's prior written consent.
- 2) Beneficiary shall waive the option to accelerate if, prior to sale or transfer, the Beneficiary and the person to whom the property is to be sold or transferred reach an agreement, in writing, that the credit of such person is satisfactory to Beneficiary and the interest payable on the sum secured by this Deed of Trust shall be at such rate as Beneficiary requests. Beneficiary will not unreasonably withhold consent.
- 3) The foregoing provisions for acceleration or increase in interest rate shall not apply if: (a) the conveyance or transfer is to create a lien or encumbrance subordinate to this Deed of Trust; (b) the transfer is by devise or descent upon the death of one of the Grantors, or in trust for the benefit of the Grantors.
- 4) Any consent to transfer by Beneficiary will not relieve Grantor from liability on the debt secured by this Deed of Trust or the terms of this Deed of Trust.
- 5) Beneficiary shall be entitled to charge a fee as a condition to such consent, such fee to be equal to the reasonable costs incurred by the Beneficiary by way of securing credit reports, financial statements, legal advice, and other costs reasonably and properly associated with the granting of such consent.
- 6) If Grantor, or any successor in interest to Grantor is a corporation, limited liability company or association, the sale or assignment of any stock, membership units or interest in such corporation, limited liability company or association (for other than security purposes) in the aggregate in excess of forty-five percent (45%) in any two-year period, shall be deemed a transfer of the property.



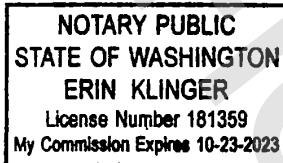
ROBERT W. JANICKI

ROBERT W. JANICKI, Attorney in Fact for
KARA E. JANICKI, under Durable Power of
Attorney dated November 24, 2020

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ROBERT W. JANICKI is the person 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 Attorney in Fact of KARA E. JANICKI, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3-17, 2021.

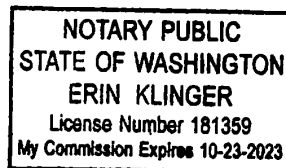


Erin Klinger
 (Signature of Notary)
Erin Klinger
 (Legibly Print or Type Name of Notary)
 My appointment expires: 10-23-2023

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ROBERT W. JANICKI is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 3-17, 2021.



Erin Klinger
 (Signature of Notary)
Erin Klinger
 (Legibly Print or Type Name of Notary)
 My appointment expires: 10-23-2023

Exhibit "A"
Legal Description

PARCEL A:

That portion of Government Lot 1, Section 26, Township 36 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at the Southeast corner of said Section 26;

Thence North 1°42'41" East along the East line of said Government Lot 1 of Section 26, 857.12 feet;

Thence at right angles to said East line North 88°17'19" West 527.00 feet to an intersection with the East line of that certain tract of land conveyed to Nellie Flynn by instrument dated June 13, 1947, and filed June 23, 1947, under Skagit County Auditor's File No. 405861, records of Skagit County, Washington, said intersection being the true point of beginning;

Thence continue North 88°17'19" West 75.00 feet;

Thence North 1°42'41" East parallel with said East line of Nellie Flynn Tract, 220 feet, more or less, to the line of ordinary high tide;

Thence Easterly along said line of ordinary high tide 75 feet, more or less, to an intersection with said East line of the Nellie Flynn Tract;

Thence Southerly along said East line 230 feet, more or less, to the true point of beginning.

(Said Tract also known as Tract A in that certain Short Plat No. 57-75, approved January 15, 1976, and recorded January 16, 1976, under Auditor's File No. 828754, records of Skagit County, Washington);

TOGETHER WITH that portion of the tidelands of the second class in front of, adjacent to, and abutting on the above described tract and lying Westerly of the East line of the East 150 feet of the West 817.67 feet of said Government Lot 1;

EXCEPT any portion thereof lying within a tract conveyed October 15, 1901 by the State of Washington to Jno. Earls by Bush Act Oyster Lands deed recorded November 9, 1942, in Volume 187 of Deeds, page 427.

PARCEL B:

That portion of Lot B, Short Plat No. 57-75, approved January 15, 1976, recorded January 16, 1976, in Book 1 of Short Plats, page 87, under Auditor's File No. 828754 and being a portion of Government Lot 1, Section 26, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at the Southeast corner of Lot B;

Thence North 1°42'41" East along the Easterly line of Lot B to a point 112.2 feet South of the Southeast corner of Lot A, begin the true point of beginning;

Exhibit "A"

Thence West parallel with the South line of said Lot A of Short Plat No. 57.75, as described in deed conveyed to Jerry Highet and Shellie Eubanks-Highet, husband and wife, recorded under Auditor's File NO. 201201230083, records of Skagit County, Washington, a distance of 98 feet;

Thence Northwesterly to a point which lies 23 feet West of the Southwest corner of said Lot A;

Thence Easterly along the South line of said Lot A a distance of 98 feet, more or less, to the Easterly line of Lot B; thence South 112.2 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL C:

A non-exclusive easement for ingress and egress over and across a 10 foot existing road, which road runs in a Westerly direction from the North line of the H.R. Roney Road No. 295 to the base of a hill; thence in an Easterly direction to the West line of that certain tract conveyed to Nellie Flynn by instrument dated June 14, 1947, and recorded June 23, 1947, under Skagit County Auditor's File No. 405861, records of Skagit County, Washington, as more fully set forth in that certain "Stipulation and Decree" entered April 14, 1965, in Skagit County Superior Court Cause No. 26747, and also:

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities described as follows:

Beginning at the Southwest corner of that certain parcel of land conveyed to Robert Douglas Green by Deed recorded June 21, 1968, under Auditor's File No. 714999, records of Skagit County, Washington;

Thence South 88°17'19" East along the South line of said Green Tract 60 feet to the Southeast corner thereof;

Thence continue South 88°17'19" East 75.00 feet to a point on the West line of the above described tract of land which point is North 1°42'41" East 20.00 feet from the Southwest corner thereof;

Thence South 1°42'41" West along said West line and line extended, 40.00 feet;

Thence North 88°17'19" West along a line that is parallel to and 40 feet South of the first two described courses in this easement description, 135.00 feet to an intersection with the West line of said tract of land conveyed to Nellie Flynn by instrument dated June 14, 1947, and filed June 23, 1947, under Skagit County Auditor's File No. 405861, records of Skagit County, Washington;

Thence North 1°42'41" East along said West line, 40.00 feet to the point of beginning.

Situated in Skagit County, Washington.

Exhibit "A"