Recorded at the Request of and after recording return to: Gregg Cooley 16340 Lookout Lane Bow, WA 98232

Document Title: Deed of Trust Grantor: Maple Field, LLC Grantee: Gregg Cooley

Abbreviated legal:

al: Lot 1 & Ptn of Lot 2, Blk 24 & Lots 2-4, Blk 25, & Tract III, Syndicate Add. To Town of

La Conner

Tax Parcel Number(s): 4128-024-001-0000, P114063

4128-024-002-0000, P112748 4128-025-003-0000, P106624 4128-025-004-0000, P74409

Land Title & Escrow 01-184025-0AE

# **DEED OF TRUST**

THIS DEED OF TRUST is made effective this 20th day of April 2021, by and between MAPLE FIELD, LLC, a Washington limited liability company ("GRANTOR"), LAND TITLE COMPANY, whose address is 111 E. George Hopper Road, Burlington, WA 98233 ("TRUSTEE"), and GREGG COOLEY, a married man as his separate property, whose address is 16340 Lookout Lane, Bow, WA 98232 ("BENEFICIARY").

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the real property described on the attached Exhibit A (the "Property"), 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 partial performance of a Multi-Advance Secured Promissory Note given by Maple Field, LLC to Gregg Cooley, and payment of the sum of up to One Million One Hundred Thousand and no/100 Dollars (\$1,100,000.00) with interest on the advanced balance, in accordance with the terms of a multi-advance secured promissory note of even date herewith ("Note"), payable to Beneficiary or order, and made by Maple Field, LLC, and all renewals, modifications and extensions thereof, 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. All policies shall be held by the Beneficiary and be in such companies as Beneficiary may approve and have loss payable first to Beneficiary and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by 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 attorneys' 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, including costs of title search, and Trustee's and attorneys' 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 as of the date of such payment.

## 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 or for Beneficiary's benefit to be applied to said obligation.
- 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 attorneys' fees; (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 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 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. Grantor acknowledges and agrees that the indebtedness secured by this Deed of Trust is personal to Grantor, and that Grantor's personal responsibility, financial capability and control of the

Property are material inducements upon which Beneficiary has relied in accepting the Note and Deed of Trust from Grantor. If Grantor should sell, assign, (including assignment(s) made for the benefit of creditors, assignment(s) to receiver(s) or assignment(s) in bankruptcy proceedings) alienate, encumber, transfer title to or possession of any part of the secured property, whether by deed of trust, mortgage or other transfer or conveyance or encumbrance agreement, or if there is a change in the voting control of Grantor (if Grantor is a corporation) or if the Property is abandoned by Grantor, the entire principal balance of the Note, plus interest at the Default Rate, shall be immediately due and payable. This Section shall not apply to assignments to the heirs, Beneficiary or successors of Grantor in the event of the death or legal incompetency of Grantor provided that such assignees shall become personally liable on the Note which is secured by this Deed of Trust.

- 10. Grantor shall not use any portion of the Property (i) for the storage, disposal or discharge of oil, solvents, fuel, chemical or any type of toxic or dangerous or hazardous waste or substance, or (ii) as a landfill or waste disposal site. Grantor agrees to indemnify and hold Beneficiary harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) and also including without limitation, costs of remedial action or cleanup, suffered or incurred by Beneficiary arising out of or related to any such use of the Property subsequent to the date of this Deed of Trust.
- 11. In addition to any default under the covenants and agreements of this Deed of Trust, Grantor shall also be in default under this Deed of Trust if Grantor is in default of any of the provisions of the Note secured by this Deed of Trust.
- 12. At any time and from time to time, upon the written request of Beneficiary, Grantor will promptly and duly execute and deliver any and all such further instruments and documents as Beneficiary may deem advisable in order to obtain the full benefits of this Deed of Trust and the rights and powers herein contained.
  - 13. Time is of the essence hereof.
- 14. This Deed of Trust shall inure to the benefit of and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of Grantor and Beneficiary.
- 15. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Washington. Grantor and Beneficiary hereby irrevocably consent to the jurisdiction of the courts of the State of Washington, in the County where the subject property is located.
- 16. It is understood and agreed that Grantor shall be entitled to receive prior written notice of and opportunity to cure any default. In those circumstances when Grantor is entitled to prior written notice hereunder, such notice shall be given at least ten (10) days prior to the exercise of any remedy. All notices, requests, demands or other communications hereunder shall be in writing and shall be addressed to the address first above given or to such other address as either party may designate in writing. All notices shall be effective: (a) two days after deposit in the U.S. mail, postage prepaid, registered or certified mail, return receipt requested at the time evidenced for such delivery by such requested return receipt; (b) upon delivery, if delivered in person to the address set forth in this Deed of Trust; or (c) upon delivery if sent by commercial express services, such as Federal Express; except that notices of change of address shall be effective ten (10) days after the effective date of all other notices hereunder.
- 17. In the event of any conflict, claim or dispute between the parties hereto affecting or relating to the purpose or subject matter of this Deed of Trust, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable expenses, including but not limited to, attorney's fees and accounting fees actually incurred or expended including any appeals.
- 18. If any provision hereunder shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid and all rights and obligations of the parties shall be construed and enforced accordingly.
- 19. Partial Reconveyance: If the multi-advance secured promissory note is fully advanced, then, and only then, the reconveyance amounts will be a payment of \$100,000 for the each and the remaining principal balance for the final lot, together with accrued interest, as set forth under the payment terms of the multi-advance secured promissory note secured with this Deed of Trust, the beneficiary shall

cause to have a partial reconveyance of this deed of trust prepared and recorded to release each lot as designated by Grantor, from this Deed of Trust. If the multi-advance secured promissory note is not fully advanced, the Borrower will determine a ratable partial reconveyance amount for each lot. The Grantor shall pay any fees for preparing and recording the reconveyance deed. See Exhibit B for partial reconveyance document.

**GRANTOR:** 

MAPLE FIELD, LLC

By: Brian D. Gentry

Its: Manager

STATE OF WASHINGTON	}	
COUNTY OF SKAGIT	} }	SS.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Signature of Notary Public

Notary Public in and for the State of Washington Residing in Bow, Washington

My commission expires: MAY 15, 2021

SEAL

Notary Public
State of Washington
DIANA K WHITNEY
MY COMMISSION EXPIRES
May 15, 2021

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:					
		_			

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee before cancellation will be made.

## Exhibit A

# Deed of Trust Legal Description of Property

## PARCEL "B"

PORTIONS OF LOTS 1 AND 2, BLOCK 24, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MONUMENT AT THE CENTERLINE OF MAPLE STREET AND LAUREL STREET;

THENCE SOUTH 60°04'00" EAST ON THE PROJECTION OF SAID LAUREL STREET FOR A DISTANCE OF 30.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF SAID MAPLE STREET;

THENCE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF MAPLE STREET FOR A DISTANCE OF 75.04 FEET TO THE WESTERLY MOST CORNER OF LOT 2, BLOCK 25 SAID "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE CONTINUE NORTH 29°56′00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 280.00 FEET:

THENCE SOUTH 60°04'00" EAST FOR A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 60°04'00" EAST FOR A DISTANCE OF 100.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2, BLOCK 24, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 29°56'00" WEST ALONG SAID SOUTHEASTERLY LINE OF LOT 2, BLOCK 24 OR SOUTHEASTERLY LINE EXTENDED, FOR A DISTANCE OF 50.00 FEET;

THENCE NORTH 60°04'00" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT BEARING SOUTH 29°56'00" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 29°56'00" EAST FOR A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE TOWN OF LA CONNER, COUNTY OF SKAGIT, STATE OF WASHINGTON.

CONTAINING 5,000 SQ FT, 0.11 ACRES

#### PARCEL "C"

PORTIONS OF LOT 1, BLOCK 24, AND TRACT III, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MONUMENT AT THE CENTERLINE OF MAPLE STREET AND LAUREL STREET;

THENCE SOUTH 60°04'00" EAST ON THE PROJECTION OF SAID LAUREL STREET FOR A DISTANCE OF 30.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF SAID MAPLE STREET;

THENCE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF MAPLE STREET FOR A DISTANCE OF 75.04 FEET TO THE WESTERLY MOST CORNER OF LOT 2, BLOCK 25 SAID "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE CONTINUE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 280.00 FEET;

THENCE SOUTH 60°04'00" EAST FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 29°56'00" WEST FOR A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING:

THENCE SOUTH 60°04'00" EAST FOR A DISTANCE OF 100.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 1, BLOCK 24, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 29°56'00" WEST ALONG SAID SOUTHEASTERLY LINE OR SOUTHEASTERLY LINE EXTENDED FOR A DISTANCE OF 40.00 FEET:

THENCE NORTH 60°04'00" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT BEARING SOUTH 29°56'00" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 29°56'00" EAST FOR A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE MUTUALLY BENEFICIAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES REFERENCED AS "EASEMENT B" IN THE CERTAIN JOINT USE EASEMENTS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 20210420662. SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORD

SITUATE IN THE TOWN OF LA CONNER, COUNTY OF SKAGIT, STATE OF WASHINGTON.

CONTAINING 4,000 SO FT, 0.09 ACRES

# PARCEL "D"

PORTIONS OF LOT 4, BLOCK 25, AND TRACT III, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MONUMENT AT THE CENTERLINE OF MAPLE STREET AND LAUREL STREET;

THENCE SOUTH 60°04'00" EAST ON THE PROJECTION OF SAID LAUREL STREET FOR A DISTANCE OF 30.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF SAID MAPLE STREET;

THENCE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF MAPLE STREET FOR A DISTANCE OF 75.04 FEET TO THE WESTERLY MOST CORNER OF LOT 2, BLOCK 25

SAID "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE CONTINUE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 280.00 FEET:

THENCE SOUTH 60°04'00" EAST FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 29°56'00" WEST FOR A DISTANCE OF 90.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 60°04'00" EAST FOR A DISTANCE OF 100.00 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT III, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 29°56'00" WEST ALONG SAID SOUTHEASTERLY LINE OR SOUTHEASTERLY LINE EXTENDED FOR A DISTANCE OF 50.00 EFFT.

THENCE NORTH 60°04'00" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT BEARING SOUTH 29°56'00" WEST FROM THE TRUE POINT OF BEGINNING:

THENCE NORTH 29°56'00" EAST FOR A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE MUTUALLY BENEFICIAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES REFERENCED AS "EASEMENT B" IN THE CERTAIN JOINT USE EASEMENTS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 20210420062... SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORD.

SITUATE IN THE TOWN OF LA CONNER, COUNTY OF SKAGIT, STATE OF WASHINGTON.

CONTAINING 5,000 SQ FT, 0.11 ACRES

# PARCEL "E"

PORTIONS OF LOTS 3 AND 4, BLOCK 25,"MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MONUMENT AT THE CENTERLINE OF MAPLE STREET AND LAUREL STREET:

THENCE SOUTH 60°04'00" EAST ON THE PROJECTION OF SAID LAUREL STREET FOR A DISTANCE OF 30.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF SAID MAPLE STREET;

THENCE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF MAPLE STREET FOR A DISTANCE OF 75.04 FEET TO THE WESTERLY MOST CORNER OF LOT 2, BLOCK 25 SAID "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE CONTINUE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 280.00 FEET:

THENCE SOUTH 60°04'00" EAST FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 29°56'00" WEST FOR A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING:

THENCE SOUTH 60°04'00" EAST FOR A DISTANCE OF 100.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 4, BLOCK 25, "MAP OF

SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 29°56'00" WEST ALONG SAID SOUTHEASTERLY LINE OR SOUTHEASTERLY LINE EXTENDED FOR A DISTANCE OF 50.00 FEET  $\,$ 

THENCE NORTH 60°04'00" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT BEARING SOUTH 29°56'00" WEST FROM THE TRUE POINT OF BEGINNING:

THENCE NORTH 29°56'00" EAST FOR A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE MUTUALLY BENEFICIAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES REFERENCED AS "EASEMENT A" IN THE CERTAIN JOINT USE EASEMENTS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. \_20210420062... SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORD.

SITUATE IN THE TOWN OF LA CONNER, COUNTY OF SKAGIT, STATE OF WASHINGTON.

CONTAINING 5,000 SQ FT, 0.11 ACRES

#### PARCEL "F"

PORTION OF LOT 3, BLOCK 25,"MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MONUMENT AT THE CENTERLINE OF MAPLE STREET AND LAUREL STREET;

THENCE SOUTH 60°04'00" EAST ON THE PROJECTION OF SAID LAUREL STREET FOR A DISTANCE OF 30.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF SAID MAPLE STREET;

THENCE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF MAPLE STREET FOR A DISTANCE OF 75.04 FEET TO THE WESTERLY MOST CORNER OF LOT 2, BLOCK 25 SAID "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE CONTINUE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 280.00 FEET;

THENCE SOUTH 60°04'00" EAST FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 29°56'00" WEST FOR A DISTANCE OF 190.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 60°04'00" EAST FOR A DISTANCE OF 100.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 3, BLOCK 25, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 29°56'00" WEST ALONG SAID SOUTHEASTERLY LINE OR SOUTHEASTERLY LINE EXTENDED FOR A DISTANCE OF 40.00 FEET.

THENCE NORTH 60°04'00" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT BEARING SOUTH 29°56'00" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 29°56'00" EAST FOR A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE TOWN OF LA CONNER, COUNTY OF SKAGIT, STATE OF WASHINGTON.

CONTAINING 4,000 SQ FT, 0.09 ACRES

## PARCEL "G"

PORTION OF LOT 2, BLOCK 25,"MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MONUMENT AT THE CENTERLINE OF MAPLE STREET AND LAUREL STREET;

THENCE SOUTH 60°04'00" EAST ON THE PROJECTION OF SAID LAUREL STREET FOR A DISTANCE OF 30.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF SAID MAPLE STREET;

THENCE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF MAPLE STREET FOR A DISTANCE OF 75.04 FEET TO THE WESTERLY MOST CORNER OF LOT 2, BLOCK 25 SAID "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE CONTINUE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 280.00 FEET;

THENCE SOUTH 60°04'00" EAST FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 29°56'00" WEST FOR A DISTANCE OF 230.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 60°04'00" EAST FOR A DISTANCE OF 100.00 FEET TO THE SOUTHEASTERLY LINE OF SAID BLOCK 24, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 29°56'00" WEST ALONG SAID SOUTHEASTERLY LINE FOR A DISTANCE OF 50.00 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF SAID LOT 2, BLOCK 25;

THENCE NORTH 60°04'00" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2, BLOCK 25 FOR A DISTANCE OF 100.00 FEET TO A POINT BEARING SOUTH 29°56'00" WEST FROM THE TRUE POINT OF BEGINNING:

THENCE NORTH 29°56'00" EAST FOR A DISTANCE OF 50.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE TOWN OF LA CONNER, COUNTY OF SKAGIT, STATE OF WASHINGTON.
CONTAINING 5,000 SO FT, 0.11 ACRES

#### PARCEL "H"

PORTIONS OF LOTS 1 AND 2 BLOCK 24, TRACT III AND OF LOTS 2, 3 AND 4 BLOCK 25,"MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MONUMENT AT THE CENTERLINE OF MAPLE STREET AND LAUREL STREET;

THENCE SOUTH 60°04'00" EAST ON THE PROJECTION OF SAID LAUREL STREET FOR A DISTANCE OF 30.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF SAID MAPLE STREET;

THENCE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF MAPLE STREET FOR A DISTANCE OF 75.04 FEET TO THE WESTERLY MOST CORNER OF LOT 2, BLOCK 25 SAID "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON AND BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 29°56′00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 280.00 FEET;

THENCE SOUTH 60°04'00" EAST FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH 29°56'00" WEST FOR A DISTANCE OF 280.00 FEET, MORE OR LESS,TO THE SOUTHERLY LINE OF SAID LOT 2, BLOCK 25 AT A POINT BEARING SOUTH 60°04'00" EAST FROM THE TRUE POINT OF BEGINNING:

THENCE NORTH 60°04'00" WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE MUTUALLY BENEFICIAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES REFERENCED AS "EASEMENT A" AND "EASEMENT B" IN THE CERTAIN JOINT USE EASEMENTS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 20210420 0062

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORD

SITUATE IN THE TOWN OF LA CONNER, COUNTY OF SKAGIT, STATE OF WASHINGTON.

CONTAINING 28,000 SQ FT, 0.64 ACRES

# Exhibit B

# REQUEST FOR PARTIAL RECONVEYANCE

The undersigned beneficiary is the legal owner and holder of the promissory note in the original

sum of \$1,100,000.00, secured by that certain Deed of	Trust dated	April	<u>20 + 1,</u> 2021
in which Maple Field, LLC is grantor(s) and Land Title	e Company is	trustee, file	d for record on
April 20, 2021, as Auditor's File No.	2021042	00064	, records of
Skagit County, Washington.			
You are requested to reconvey, without warranty, to the or interest now held by you thereunder in and to that said Deed of Trust, situated in Skagit County, Washington	portion of the	real proper	
Assessor's Property Tax Parcel/Account Number:			
Maple Field, Lot			
Address:			
Dated			
Beneficiary:			