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06/02/2021 03:19 PM Pages: 1 of 8 Fees: \$111.50
Skagit County Auditor

After Recording Mail to:

Name STILES & LEHR INC., P.S.
Address: P.O. Box 228
City/State: Sedro-Woolley, WA 98284

Grantor(s): UTW Investment, LLC, a Washington limited liability company
Grantee(s): The Wibbelman Family Revocable Trust dated 09/29/2020, Juleen Perusek as
Successor Trustee
Legal: E 235FT OF N1/2 GOVT LOT 8, SEC 18, TOWNSHIP 34N, RANGE 4E
Tax Parcel #: 340418-0-070-0001 / P26152

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this 26th day of May, 2021 between UTW Investment, LLC, a Washington limited liability company, as GRANTOR(S), whose address is 5301 Evergreen Way, Everett, WA 98203, and Chicago Title Company as TRUSTEE, whose address is 425 Commercial Street, Ste. Main, Mount Vernon, WA 98273, and The Wibbelman Family Revocable Trust dated September 29th, 2020, Juleen Perusek as Successor Trustee, as BENEFICIARY, whose address is 26204 Helmick Road, Sedro-Woolley, WA 98284

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

Skagit Co. Tax No. 340418-0-070-0001 / P26152

PARCEL A:

That portion of Government Lot 8 in Section 18, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point in an old fence line, which point is South $89^{\circ}20'30''$ West 234 feet from the East line of Government Lot 8 and 330.8 feet South of the Northeast corner thereof;
Thence South 190 feet to the true point of beginning;
Thence continuing South 118.5 feet more or less to the North line of the county road;
Thence East along the North line of the county road a distance of 85 feet;
Thence North 108.5 feet, more or less, to a point East of the true point of beginning;
Thence West 85 feet to the true point of beginning.

EXCEPT that portion, if any, lying within the right of way of the Pacific Northwest Traction Company, Inc.

Situated in Skagit County, Washington.

PARCEL B:

That portion of Government Lot 8 in Section 18, Township 34 North, Range 4 East of the Willamette Meridian, lying Westerly of the abandoned right of way of the Pacific Northwest Traction Company, North of the road known as Alder Lane and South of the following described line:

Beginning at a point in an old fence line which is South $89^{\circ}20'30''$ West 234 feet from a point the East line of said Government Lot 8 which is 330.8 feet South of the Northeast corner thereof;
Thence South 190 feet to the true point of beginning of the line to be described;
Thence East to the West line of Riverside Drive (formerly State Highway 99), and the terminal point of the line being described;

EXCEPT from all of the above, the following described tract:

Beginning at a point in an old fence line, which point is South $89^{\circ}20'30''$ West 234 feet from a point on the East line of Government Lot 8 and 330.8 feet South of the Northeast corner thereof;
Thence South 190 feet to the true point of beginning;

Thence continuing South 118.5 feet more or less to the North line of the road known as Alder Lane;
Thence East along the North line of said road a distance of 85 feet;
Thence North 118.5 feet, more or less, to a point East of the true point of beginning;
Thence West 85 feet to the true point of beginning.

Situated in Skagit County, Washington.

PARCEL C:

That portion of the North Half of Government Lot 8, Section 18, Township 34 North, Range 4 East of the Willamette Meridian, lying within 50 feet (measured at right angles) on each side of the following described center line:

Beginning at a point on the East line of said Section line 848 feet North of the Southeast corner thereof and 100 feet Northwesterly from the center line of the Great Northern Railway Company right of way;
Thence South $32^{\circ}10'36''$ West parallel with said Great Northern Railway Co. right of way 215 feet, more or less, to the South line of the North Half of said Lot 8, said tract being all that part of the abandoned right of way of Pacific Northwest Traction Company within the North Half of Government Lot 8,

EXCEPT County Road and the State Highway right of way;

AND EXCEPT therefrom that portion of said tract of land lying South of the County Road.

Situated in Skagit County, Washington.

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(s) contained in this Deed of Trust, and payment of the sum of Seven Hundred Thirty-Two Thousand and No/0 Dollars (\$732,000.00) with interest, in accordance with the terms of

a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on June 1, 2026.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

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 the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). 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(s) 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.

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(s) 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(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, 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: (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; 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 all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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 an action or proceeding in which Grantor(s), 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 his/her/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. ADDITIONAL TERMS AND CONDITIONS: None

Dated: 5-26-2021

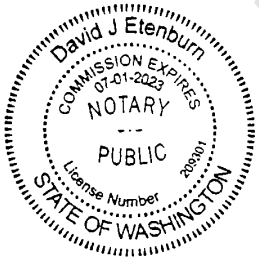
Habibullah
By: Habib Ullah, Grantor
Manager, UTW Investment, LLC

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **Habib Ullah** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath and states that UTW Investment, LLC authorized him to execute the instrument and acknowledged it as the Manager of UTW Investment, LLC, and to be his free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: May 26, 2021

David J Etenburn
Notary Public in and for
the State of Washington
Residing at EVERETT, Snohomish Co. wa
My appointment expires: 7-1-2023



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: _____
