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07/09/2021 02:58 PM Pages: 1 of 6 Fees: \$109.50  
Skagit County Auditor

P37349

PTM. SW SE 24-35-4

ACCOMMODATION RECORDING

AFTER RECORDING TO:

Young S Oh & Associates, P.S.  
4100 194<sup>TH</sup> ST SW #390  
Lynnwood, WA 98036

CHICAGO TITLE  
020046464

DEED OF TRUST

(For use in the State of Washington only)

Escrow No.3737  
Title Order No. 620046464

THIS DEED OF TRUST made this

,between

Byung Woo Investment Inc

,GRANTOR,

whose address is 500 State Sedro Wolley, WA 98284

and

YOUNG S OH & ASSOCIATES,CPA P.S. ATTORNEY AT LAW

,TRUSTEE,

whose address is 4100 194<sup>TH</sup> ST SW #390 Lynnwood, WA 98036

and

Choice Management Inc

,BENEFICIARY,

whose address is 976 Burlington Height DR Burlington, WA 98233

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

Skagit

Assessor's Property Tax Parcel/Account Number(s): ~~31062900201500~~

Legal Description:

P37349

Exhibit A

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 is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum **One Million Two Hundred Twenty Thousand Dollars (\$1,220,000.00)**, in accordance with the **Promissory Note dated June 28, 2021** in which the Grantor is the Guarantor of, herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as any 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 .

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. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust in the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and

attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

**IT IS MUTUALLY AGREED THAT**

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date. Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary in such event and upon written request of Beneficiary Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale Trustee shall apply the proceeds of the sale as follows (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee. (2) to the obligation secured by this Deed of Trust, and (3) the surplus, if any, shall be distributed to the persons entitled thereto

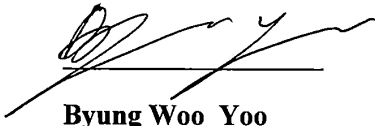
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an 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.

Dated: June 28, 2021

  
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**Byung Woo Yoo**

STATE OF WASHINGTON )

ss.


COUNTY OF SNOHOMISH )

I certify that I have no knowledge of any evidence that Byung Woo Yoo is/are the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument and acknowledged it as Office Notary (Company title) of Byung Woo Investment Inc (Company Name) to be (his/her/their) free and voluntary act of such Corporation / Company for the uses and purposes mentioned in the instrument.  
State of Washington  
Commission # 27833  
My Comm. Expires Sep 15, 2022

SUBSCRIBED AND SWORN to me before me this 28<sup>th</sup> day of June, 2021

(Seal or Stamp)

Notary Public

  
Printed Name: Young Oh  
My appointment expires: 9-15-22

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): P37349 / 350424-0-006-0001**

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THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9, BLOCK 14, REPLAT OF THE JUNCTION ADDITION TO SEDRO, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 48, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH TO THE NORTH LINE OF STATE STREET, AS IT EXISTED ON JULY 10, 1922;

THENCE EAST ALONG THE NORTH LINE OF STATE STREET 60 FEET, MORE OF LESS, TO THE WESTERN BOUNDARY OF THAT TRACT CONVEYED TO AMEL C. LADEGAST UNDER DEED RECORDED JUNE 25, 1922, UNDER AUDITOR'S FILE NO. 157303;

THENCE NORTH ALONG SAID WEST BOUNDARY TO THE SOUTH LINE OF SAID LOT 9, BLOCK 14;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING,

EXCEPT ANY PORTION LYING WITHIN HAINES AVENUE AS CONVEYED TO THE CITY OF SEDRO-WOOLLEY BY DEED FILED MARCH 18, 1915, UNDER AUDITOR'S FILE NO. 107015, RECORDS OF SKAGIT COUNTY, WASHINGTON.

RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**REQUEST FOR FULL RECONVEYANCE**

*Do not record. To be used only when note has been paid.*

TO: TRUSTEE,

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

*Date:*

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