

Return Address:

HOPPER ROAD, LLC
 PO Box 650
 Burlington, WA 98233

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	DEED OF TRUST
Grantor:	SAGE - BURLINGTON 2, LLC, a Washington limited liability company
Grantee/Beneficiary:	Hopper Road, LLC, a Washington limited liability company
Trustee:	Land Title and Escrow Company
Abbrev Legal Description:	(SE ¼) SEC 6, TWP 34 N, RNG E (WM)
Full Legal Description:	P. 2
Assessor's Property Tax Parcel/Account #:	P127094, P127097 and P127092

01-179733-0E

DEED OF TRUST

THIS DEED OF TRUST, made this 16th day of NOVEMBER 2021, by and between Sage - Burlington 2, LLC, a Washington limited liability company ("Grantor"), whose street address is 9505 19th Ave SE, Suite 118, Everett, WA 98208; and Land Title and Escrow Company, ("Trustee"), whose street address is 111 East George Hopper Road, PO Box 445, Burlington, WA 98233; and Hopper Road, LLC, a Washington limited liability company ("Beneficiary"), whose address is PO Box 650, Burlington, WA 98233.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property located at NHN West Stevens Road, Burlington, WA, Skagit County, Washington (hereafter the "Property"):

Lots 3, 5, and 8 of Skagit Crossings Binding Site Plan BURL BSP 1-07, as approved January 31, 2008 and recorded February 1, 2008, under Auditor's File No. 200802010073, records of Skagit County, Washington: being a portion of the Southeast ¼ of Section 6, Township 34 North, Range 4 East, W.M.

Situate in Skagit County, Washington.

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and the rents, issues, and profits of the property.

Initials: _____ / ML

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5

Initials: R, M

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained in this Deed of Trust, and performance of all obligations and payment of the sum of One Million Four Hundred Fifty Three Thousand Five Hundred Seventy Five Dollars (\$1,453,575), with interest, in accordance with the terms of a promissory note of even date herewith (the Note”), payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of the Grantor’s successors or assigns, together with interest thereon at the rate agreed upon. Grantor hereby also grants Grantee a security interest in all rents produced from the Property and all timber to be cut, as extracted collateral and fixtures located on the Property.

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 accordance with the terms of the Note, on June 30, 2022.

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 of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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 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.
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 by this Deed of Trust and Trustee’s and attorneys’ 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, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.
6. **DUE ON SALE:** 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

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Initials: RL MM

transferred by Grantor without Beneficiary's prior written consent. which shall not be unreasonably withheld.

Grantor (Initials)

MMR

Beneficiary (Initials)

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 fifty-five percent (55%) in any two-year period without Beneficiary's prior written consent. which shall not be unreasonably withheld, shall be deemed a transfer of the property.

IT IS MUTUALLY AGREED THAT:

7. 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

8. By accepting payment of any sum secured by this Deed of Trust 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.

9. 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.

10. Upon default by Grantor 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 by this Deed of Trust 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' 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.

11. 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 had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor 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,

Initials: MMR

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R

Grantor (Initials)

MMK

Beneficiary (Initials)

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Initials: R MMK

which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

12. 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.

13. 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, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

14. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/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: November 16, 2021.

GRANTOR

SAGE – BURLINGTON 2, LLC, a Washington limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Initials: / MR

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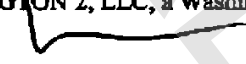
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Dated: November 16, 2021.

GRANTOR

SAGE - BURLINGTON 2, LLC, a Washington limited liability company

By: 

Name: Todd Leibman

Title: Member

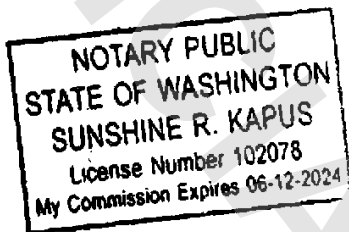
Date: 11-16-21

Initials: TL, ML

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that Todd Leabman
_____ is the person who appeared before me, and said person acknowledged that he/she
signed this instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the Member of SAGE - BURLINGTON 2,
LLC, a Washington limited liability company to be the free and voluntary act of such party for the
uses and purposes mentioned in the instrument.

Dated: November 16, 2021



(Signature)

NOTARY PUBLIC

Sunshine R. Kapus
Print Name of Notary

My appointment expires: 06-12-2024

Initials: _____ / _____

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: _____

BENEFICIARY:

Initials: _____