

AFTER RECORDING RETURN TO:

SSHI LLC dba D.R. Horton  
11241 Slater Ave. N.E., Suite 200  
Kirkland, WA 98033  
Attn: Bobby R. Shah

CTI NCS 213245-NCS

Chicago Title Company of Washington Order No.: 620048993A

**DEED OF TRUST***(For use in the State of Washington only)*

**Grantor:** Nordco Group, L.L.C., a Washington limited liability company  
**Beneficiary:** SSHI LLC, a Delaware limited liability company dba D.R. Horton  
**Trustee:** Chicago Title Company of Washington, a Washington profit corporation  
**Abbreviated Legal:** PTN. SW NE, 28-34-4E, W.M.  
**Full Legal on Page:** 6  
**Assessor's Tax Parcel Numbers:** P27988 / 340428-1-010-0026, P28018 / 340428-2-018-0000 and  
P28021 / 340428-2-019-0009

THIS DEED OF TRUST ("**Deed of Trust**") is made as of the 5<sup>th</sup> day of January, 2022 by Nordco Group, L.L.C., a Washington limited liability company ("**Grantor**"), whose address, pursuant to Section 16 of the Purchase Agreement, as defined below, is Nordco Group, L.L.C., Attn.: Craig Cammock, PO Box 836, Mount Vernon, WA 98273 to Chicago Title Company of Washington, a Washington profit corporation ("**Trustee**"), whose address is 701 - 5<sup>th</sup> Ave, Suite 2700, Seattle, WA, 98104, Attn.: Mike Costello, for the benefit of SSHI LLC, a Delaware limited liability company dba D.R. Horton, ("**Beneficiary**"), whose address is 11241 Slater Ave. NE, Suite 200, Kirkland, WA, 98033.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in Trust, with power of sale, the real property in Skagit County, Washington that is legally described on Exhibit A attached hereto and incorporated herein by reference ("**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 performance of each agreement of Grantor herein contained and securing the repayment of all amounts released by Beneficiary to Grantor pursuant to the terms and conditions of that certain Vacant Land Purchase and Sale Agreement concerning the Property between Grantor, as Seller, and Beneficiary, as Horton, dated for reference on August 9, 2021, with an effective date of August 24, 2021 (as may amended from time to time, "**Purchase Agreement**"), in the amount of ONE HUNDRED SIXTY-FIFTY THOUSAND DOLLARS AND 00/100 (\$165,000.00), to the extent that such funds are released from Beneficiary to Grantor, and also such further sums as may be advanced

or loaned by Beneficiary to Grantor or due to Beneficiary from Grantor under the Purchase Agreement, or any of his/her/their successors or assigns. Defined terms not otherwise defined in this Deed of Trust shall have the same meaning as set forth in the Purchase Agreement.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR COVENANTS AND AGREES SUBJECT TO THE TERMS OF THE PURCHASE AGREEMENT:**

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 (if any); to restore promptly any building, structure, or improvement thereon (if any) 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 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. If Grantor fails 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 above, shall be added to and become a part of the debt and obligations secured in this Deed of Trust.

6. **NO FURTHER ENCUMBRANCES:** As an express condition of Beneficiary releasing the Earnest Money secured by this Deed of Trust, except as may be expressly authorized by the Purchase Agreement, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the Property or any interest therein nor cause or allow by operation of law the encumbrance of the Property or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the Property contrary to the provisions of this paragraph shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of amounts and all interest secured by this Deed of Trust immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

**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 or accepting performance of any obligation secured hereby after its due date, Beneficiary does not waive its right to require prompt payment or performance

when due of all other sums and obligations so secured or to declare default for failure to so pay or perform.

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 (and the passage of any applicable notice and cure period set forth in the Purchase Agreement), all sums secured hereby shall immediately become due and payable and all obligations immediately enforceable 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 (or other applicable statute), 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 obligations 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 the power to convey at the time of his/her/their/its 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, 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 (or other applicable statute) 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, or if Beneficiary otherwise elects, 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, successors and assigns. The term Beneficiary shall mean the Buyer/Horton under the Purchase Agreement referenced above, whether or not named as Beneficiary herein.

9. The Property hereunder may not be sold without full performance of the obligations secured hereby and full payment of debt secured hereby.

10. Grantor represents and warrants to Beneficiary that the person executing this Deed of Trust below is authorized to act on behalf of Grantor, is authorized to encumber the Property, and is authorized to bind Grantor under the terms hereof.

*[SIGNATURE BLOCK AND NOTARY BLOCK ON FOLLOWING PAGE]*

NORDCO GROUP, L.L.C., a Washington limited liability company

By: Craig Cammock  
 Its: Manager  
 Date of Execution: January 5, 2022

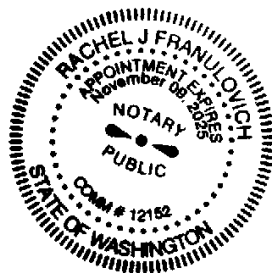
STATE OF WASHINGTON )

COUNTY OF Grant )

ss.

On this day personally appeared before me Craig Cammock, to me known to be the Manager of NORDCO GROUP, L.L.C., a Washington limited liability company, a Washington limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that said individual is authorized to execute said instrument.

GIVEN under my hand and official seal this 5th day of January 2022



Rachel J. Franulovich  
 (Print name of notary) RACHEL FRANULOVICH  
 NOTARY PUBLIC in and for the State of  
WA, residing at Anacortes  
 My commission expires 11-06-2025

**EXHIBIT A**  
**(Legal Description of Property)**

**PARCEL A:**

THOSE PORTIONS OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL CONVEYED TO KELLY S. FELLERS AND KIRK D. FELLERS, WIFE AND HUSBAND, BY STATUTORY WARRANTY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200406180155;

THENCE NORTH  $1^{\circ} 25' 41''$  EAST ON AN EXTENSION ON THE EAST LINE OF SAID FELLER'S PARCEL FOR A DISTANCE OF 6.50 FEET;

THENCE NORTH  $89^{\circ} 26' 35''$  EAST FOR A DISTANCE OF 19.39 FEET;

THENCE NORTH  $1^{\circ} 06' 48''$  EAST FOR A DISTANCE OF 103.70 FEET;

THENCE NORTH  $89^{\circ} 07' 27''$  EAST FOR A DISTANCE OF 138.10 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING AN INITIAL TANGENT BEARING OF SOUTH  $13^{\circ} 50' 45''$  EAST, A RADIUS OF 62.00 FEET, THROUGH A CENTRAL ANGLE OF  $31^{\circ} 07' 24''$ , AN ARC DISTANCE OF 33.68 FEET;

THENCE SOUTH  $53^{\circ} 55' 40''$  WEST FOR A DISTANCE OF 41.50 FEET;

THENCE SOUTH  $1^{\circ} 06' 48''$  WEST FOR A DISTANCE OF 100.51 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING AN INITIAL TANGENT BEARING OF SOUTH  $82^{\circ} 20' 03''$  WEST, A RADIUS OF 72.00 FEET, THROUGH A CENTRAL ANGLE OF  $27^{\circ} 35' 48''$  AN ARC DISTANCE OF 34.68 FEET;

THENCE NORTH  $76^{\circ} 38' 33''$  WEST FOR A DISTANCE OF 112.27 FEET, MORE OR LESS, TO THE EAST LINE OF SAID FELLER'S PARCEL AT A POINT BEARING SOUTH  $1^{\circ} 25' 41''$  WEST FROM THE POINT OF BEGINNING;

THENCE NORTH  $1^{\circ} 25' 41''$  EAST ALONG SAID EAST LINE FOR A DISTANCE OF 28.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

(AKA LOT 28 OF PRELIMINARY PLAT IRIS MEADOWS).

SITUATED IN SKAGIT COUNTY, WASHINGTON.

**PARCEL B:**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (EAST QUARTER CORNER) OF SAID SECTION 28;

THENCE SOUTH  $89^{\circ} 07' 27''$  WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 2,687.59 FEET, MORE OR LESS, TO THE MONUMENTED SOUTHWEST CORNER OF SAID NORTHEAST QUARTER (CENTER OF SECTION);

THENCE NORTH  $1^{\circ} 25' 41''$  EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 449.30 FEET;

THENCE NORTH  $89^{\circ} 07' 27''$  EAST FOR A DISTANCE OF 56.31 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH  $89^{\circ} 07' 27''$  EAST FOR A DISTANCE OF 140.08 FEET;

THENCE NORTH  $1^{\circ} 06' 48''$  EAST FOR A DISTANCE OF 130.44 FEET;

THENCE SOUTH  $88^{\circ} 57' 53''$  WEST FOR A DISTANCE OF 100.00 FEET;

THENCE SOUTH  $1^{\circ} 06' 48''$  WEST FOR A DISTANCE OF 24.39 FEET;

THENCE SOUTH  $49^{\circ} 00' 16''$  WEST FOR A DISTANCE OF 63.56 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING AN INITIAL TANGENT BEARING OF SOUTH  $26^{\circ} 32' 56''$  EAST, A RADIUS OF 62.00 FEET, THROUGH A CENTRAL ANGLE OF  $27^{\circ} 39' 44''$  AN ARC DISTANCE OF 29.93 FEET TO A POINT OF TANGENCY BEARING NORTH  $1^{\circ} 06' 48''$  EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH  $1^{\circ} 06' 48''$  WEST FOR A DISTANCE OF 35.76 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

(AKA AS LOT 10 OF PRELIMINARY PLAT OF IRIS MEADOWS).

SITUATED IN SKAGIT COUNTY, WASHINGTON.

**PARCEL C:**

LOTS 1 AND 2, SKAGIT COUNTY SHORT PLAT NO. 18-87, APPROVED JUNE 22, 1987 AND RECORDED JUNE 24, 1987 IN VOLUME 7 OF SHORT PLATS, PAGE 183, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 8706240025, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. EXCEPT THAT PORTION OF SAID LOT 2 MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SKAGIT COUNTY SHORT PLAT NO. 18-87;

THENCE NORTH  $1^{\circ} 23' 39''$  EAST (SHOWN AS NORTH  $1^{\circ} 19' 00''$  EAST ON THE FACE OF SAID SHORT PLAT) ALONG THE WEST LINE OF SAID LOT 2 FOR A DISTANCE OF 225.72 FEET;

THENCE NORTH  $86^{\circ} 48' 33''$  EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 2, FOR A DISTANCE OF 145.80 FEET;

THENCE SOUTH  $1^{\circ} 25' 41''$  WEST, FOR A DISTANCE OF 225.73 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 2 AT A POINT BEARING NORTH  $86^{\circ} 48' 33''$  EAST (SHOWN AS NORTH  $86^{\circ} 45' 54''$  EAST ON THE FACE OF SAID SHORT PLAT);

THENCE SOUTH  $86^{\circ} 48' 33''$  WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 145.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO, TOGETHER WITH THE WEST 198.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;

THENCE NORTH  $1^{\circ} 21' 40''$  EAST ALONG THE WEST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 12.98 FEET;

THENCE NORTH  $89^{\circ} 42' 33''$  EAST FOR A DISTANCE OF 20.01 FEET TO THE EAST LINE OF THE WEST 20.00 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH  $89^{\circ} 42' 33''$  EAST FOR A DISTANCE OF 165.62 FEET;

THENCE NORTH  $86^{\circ} 48' 33''$  EAST FOR A DISTANCE OF 12.49 FEET, MORE OR LESS TO THE EAST LINE OF SAID WEST 198.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28;

THENCE NORTH  $1^{\circ} 21' 40''$  EAST ALONG SAID EAST LINE FOR A DISTANCE OF 144.00 FEET;

THENCE SOUTH  $89^{\circ} 29' 37''$  WEST FOR A DISTANCE OF 178.09 FEET, MORE OR LESS, TO SAID EAST LINE OF THE WEST 20.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AT A POINT BEARING NORTH  $1^{\circ} 21' 40''$  EAST FROM THE TRUE POINT OF BEGINNING;

THENCE SOUTH  $1^{\circ} 21' 40''$  WEST ALONG SAID EAST LINE FOR A DISTANCE OF 143.96 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

ALSO, TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;



THENCE NORTH 1° 23' EAST 649.45 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 89° 26' 28" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 105.0 FEET;

THENCE SOUTH 1° 43' WEST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION TO THE SOUTH LINE OF SAID SUBDIVISION;

THENCE NORTH 89° 07' EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 105.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF THE COUNTY ROAD AS CONVEYED TO SKAGIT COUNTY BY DEED RECORDED OCTOBER 17, 1947 IN VOLUME 221 OF DEEDS, PAGE 322, UNDER AUDITOR'S FILE NO. 410086.

AND EXCEPT THOSE PORTIONS OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL CONVEYED TO KELLY S. FELLERS AND KIRK D. FELLERS, WIFE AND HUSBAND, BY STATUTORY WARRANTY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200406180155;

THENCE NORTH 1° 25' 41" EAST ON AN EXTENSION ON THE EAST LINE OF SAID FELLER'S PARCEL FOR A DISTANCE OF 6.50 FEET;

THENCE NORTH 89° 26' 35" EAST FOR A DISTANCE OF 19.39 FEET;

THENCE NORTH 1° 06' 48" EAST FOR A DISTANCE OF 103.70 FEET;

THENCE NORTH 89° 07' 27" EAST FOR A DISTANCE OF 138.10 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING AN INITIAL TANGENT BEARING OF SOUTH 13° 50' 45" EAST, A RADIUS OF 62.00 FEET, THROUGH A CENTRAL ANGLE OF 31° 07' 24", AN ARC DISTANCE OF 33.68 FEET;

THENCE SOUTH 53° 55' 40" WEST FOR A DISTANCE OF 41.50 FEET;

THENCE SOUTH 1° 06' 48" WEST FOR A DISTANCE OF 100.51 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING AN INITIAL TANGENT BEARING OF SOUTH 82° 20' 03" WEST, A RADIUS OF 72.00 FEET, THROUGH A CENTRAL ANGLE OF 27° 35' 48" AN ARC DISTANCE OF 34.68 FEET;

THENCE NORTH 76° 38' 33" WEST FOR A DISTANCE OF 112.27 FEET, MORE OR LESS, TO THE

EAST LINE OF SAID FELLER'S PARCEL AT A POINT BEARING SOUTH 1 ° 25' 41" WEST FROM  
THE POB.

SITUATED IN SKAGIT COUNTY, WASHINGTON.