

RETURN ADDRESS

Glen R. Clausing
11225 SE 6th St., Suite 100
Bellevue, WA 98004-5841

GNW 21-13127

DEED OF TRUST

(For Use in the State of Washington Only)

Grantor:	North Coast Design, LLC
Grantee:	Greg Stewart, LLC
Grantee (Trustee):	Clausing, Glen R.
Legal Description:	Lot 1, Phase 2, Plat of Rock Ridge South Phases 1 & 2.
Description on pages:	5 (Exhibit A)
Assessor's Tax Parcel #	P125846/4918-002-002-0000
Reference Nos. of Documents Released or Assigned:	n/a

THIS DEED OF TRUST, made this 15th day of February 2022 between: North Coast Design, LLC, a Washington Limited Liability Company, whose address is 6410 Spradley Road, Anacortes, WA 98221; Glen R. Clausing, attorney at law, TRUSTEE, whose address is 11225 SE 6th St., Suite 100, Bellevue, WA 98004; and Greg Stewart, LLC, a Washington Limited Liability Company, BENEFICIARY, whose address is PO Box 126, Silvana, WA 98287.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Snohomish County, Washington:

As set forth on Exhibit A

which real property is not used principally for agricultural 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.

North Coast Design, LLC / Clausing / Greg Stewart, LLC
\$700K DOT
2507 Berentson Court, Anacortes, WA 98221
Page -1-

This deed of trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Seven Hundred Thousand and no/100 Dollars (\$700,000.00) with interest, in accordance with the terms of a promissory note of even date herewith or contemporaneously executed with this deed of trust, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may 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.

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 build 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 and 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.

North Coast Design, LLC / Clausing / Greg Stewart, LLC

\$700K DOT

2507 Berentson Court, Anacortes, WA 98221

Page -2-

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 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; (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 warrant, 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.

North Coast Design, LLC / Clausing / Greg Stewart, LLC

\$700K DOT

2507 Berentson Court, Anacortes, WA 98221

Page -3-

and deed for the uses and purposes herein mentioned, and upon oath stated he is authorized to execute this document on behalf of and for the benefit of North Coast Design, LLC.

GIVEN under my hand and official seal this 14th day of February 2022



Kim Smith
Printed Name: Kim Smith.
NOTARY PUBLIC in and for the state of
Washington residing at Mount Vernon
My commission expires 10-6-2024

North Coast Design, LLC / Clausing / Greg Stewart, LLC
\$700K DOT
2507 Berentson Court, Anacortes, WA 98221
Page -5-

**Exhibit A
Legal Description**

Lot 2, Phase 2, "PLAT OF ROCKRIDGE SOUTH PHASES 1 & 2", according to the duly recorded plat thereof, recorded January 24, 2007, under Auditor's File No. 200701240094, and amended by Auditor's File No. 200701250133, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

-----End of Exhibit A-----

Abbreviated legal: Lot 1, Phase 2, Plat of Rock Ridge South Phases 1 & 2.

Parcel ID: P125846/4918-002-002-0000