

**AFTER RECORDING MAIL TO:**

Eastside Funding, LLC  
3927 Lake Washington BLVD NE  
Kirkland WA 98033

Grantor(s):	Billie Colburn	WFG National Title
Grantee(s):	EASTSIDE FUNDING, LLC	order no. 22-346855
Abbreviated Legal:	PARCEL A: PARCEL C, KC SPL 20021114900002 PARCEL B: Ptn Gov Lot 2, 12-35-10 E W.M. PARCEL C: TAX 20 PTN OF GOVERNMENT LOT 2, SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M.	
Assessor's tax parcel no(s):	3348401430, 351012-0-019-0010/P45120, P114028, 351012-0-040-0005/P45142	

**DEED OF TRUST**

THIS DEED OF TRUST, made this 24th day of March, 2022, between Billie Colburn, a single man, GRANTOR(S), whose street address is 3421 35th Avenue, Seattle, WA 98144, CASCADE TRUSTEE SERVICES, INC., TRUSTEE, whose street address is 23515 Northeast Novelty Hill Road #B221-229, Redmond, WA 98053, and EASTSIDE FUNDING, LLC, a Washington limited liability company, BENEFICIARY, whose street address is 3927 Lake Washington BLVD NE, Kirkland, WA 98033.

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 (the "Property"):

PARCEL A:  
PARCEL C OF KING COUNTY SHORT PLAT NO. 2201168, RECORDED NOVEMBER 14, 2002 UNDER 20021114900002, RECORDS OF KING COUNTY AUDITOR;  
SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B:  
Those portions of Government Lot 2, Section 12, Township 35 North, Range 10 East, W.M., described as follows:

- 1.) Beginning at a point on the State Highway 311 feet West of Backus Road; thence a distance of 225 feet 17° West of North and a variation of 23°; thence East 153 feet; thence South 225 feet; thence West to the point of beginning.
- 2.) Beginning at a point on the North margin of the State Highway 351 feet Westerly from the Backus Ranger Station Road; thence running at right angles to the said State Highway, in a Northerly direction, 225 feet; thence Easterly parallel to said State Highway 40 feet to the East line of a tract conveyed to Alice Washington Cuthbert by deed recorded in Volume 184 of Deeds, page 382;

DEED OF TRUST

thence Southerly along said East line to the State Highway;  
thence Westerly along said State Highway 40 feet to the point of beginning.

3.) That portion of Government Lot 2 lying East of the East line of a tract conveyed to Bernard P. Willi by deed dated August 18, 1966 and recorded under Auditor's File No. 687054, and lying West of the West line of a tract conveyed to Alice Cuthbert by deed dated September 10, 1943, and recorded under Auditor's File No. 366940, and

lying South of the South line of a tract conveyed to Charles S. Wortendyke by deed dated August 31, 1963 and recorded under Auditor's File No. 641252, and lying North of State Highway, EXCEPT any portion thereof lying Northerly of a line parallel to and 200 feet Northerly as measured at right angles to the North line of said State Highway.

4.) That portion of the West 1/2 of Government Lot 2, lying South of State Highway, EXCEPT any portion lying within the East 371 feet of said Lot 2.

EXCEPT from all of the above described premises, any portion lying within a tract conveyed to Charles S. Wortendyke, by deed recorded September 25, 1963, under Auditor's File No. 641252, AND EXCEPT from said premises any portion thereof lying within the boundaries of that certain tract conveyed to Bernard P. Willi et ux, by

deed dated November 28, 1969, recorded December 23, 1969, under Auditor's File No. 734308.

Situate in the County of Skagit, State of Washington.

PARCEL C: TAX 20 PTN OF GOVERNMENT LOT 2, SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M., LYING E OF A LI 472' W'LY OF RANGER RD & RUNNING N'LY AT RIGHT ANGLES TO ST. HWY & S OF A LI 240' N OF ST HWY

Commonly known as: PARCEL A: 5360 South Wallace Street, Seattle, WA 98178 and PARCEL B: 5948 State Route 20, Marblemount, WA 98267 and PARCEL C: 59471 and 59477 State Route 20, Marblemount, WA 98267.

which 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 together with the following, (all of which shall be deemed included in the "Property"):

(a) All land lying in streets and roads adjoining the Property, and all access rights and easements pertaining to the Property.

(b) All the lands, tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments and appurtenances belonging or in any way pertaining to the Property.

(c) All buildings, structures, improvements, fixtures and property now or hereafter attached to or used in the operation of the Property

(d) All rents, issues and profits of the Property, all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding,

and all proceeds from any right and claims of any kind which Grantor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This subsection is subject to the right, power and authority given to the Beneficiary in the Loan Documents (as defined herein) to collect and apply the Rents.

(e) All compensation, awards, damages, rights of action and proceeds (including insurance proceeds and any interest on any of the foregoing) arising out of or relating to a taking or damaging of the Property by reason of any public or private improvement, condemnation proceeding (including change of grade), fire, earthquake or other casualty, injury or decrease in the value of the Property; all returned premiums or other payments on any insurance policies pertaining to the Property and any refunds or rebates of taxes or assessments on the Property.

(f) All permits, permit applications, plans, specifications, contracts, agreements and purchase orders pertaining or incidental to the design, construction, maintenance or management of any improvements on the Property, Grantor's rights under any payment, performance, or other bond in connection with construction of improvements on the Property, and all construction materials, supplies, and equipment delivered to the Property or intended to be used in connection with the construction of improvements on the Property wherever actually located.

**THIS DEED IS FOR THE PURPOSE OF SECURING the following:**

(a) Payment of the sum of THREE HUNDRED SEVENTY FIVE THOUSAND, NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$375,950.00), with interest thereon, according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor (the "Note," which term shall include all renewals, modifications or extensions thereof evidencing the indebtedness secured by this Deed of Trust)

(b) Payment of any further sums advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Deed of Trust or (2) the advance, including costs and expenses incurred by Beneficiary, is made pursuant to this Deed of Trust or any other documents executed by Grantor evidencing, securing or relating to the Note and/or the Property, whether executed prior to, contemporaneously with or subsequent to this Deed of Trust (this Deed of Trust, the Note and such other documents, including any construction or other loan agreement, are hereafter collectively referred to as the "Loan Documents") together with interest thereon at the rate set forth in the Note unless otherwise specified in the Loan Documents or agreed to in writing; and

(c) Performance of each agreement, term and condition set forth or incorporated by reference in the Loan Documents unless performance of such agreement, term or condition is specifically provided to not be secured by this Deed of Trust.

Notwithstanding the foregoing and the covenants hereafter set forth, it is expressly agreed and acknowledged that none of the covenants, representations, or other obligations of Grantor set forth in this Deed of Trust are intended by Grantor and Beneficiary to secure or be the substantial equivalent of obligations of Grantor arising under any the Hazardous Substance Indemnity or other environmental indemnity agreement or provision, including without limitation any agreement or provision pertaining to hazardous or toxic wastes or substances, and any reference hereafter to the Loan Documents shall not include any such environmental indemnity agreement or provision included therein.

**COVENANTS:** Grantor(s) covenant(s) and agree(s) as follows:

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 keep all buildings now or hereafter erected on the Property 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 secured by this Deed of Trust 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 by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.
6. That, in the event Grantor(s) fails 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.
7. The Property may not be sold (by conveyance, contract to sell or otherwise), assigned, transferred or encumbered without the Beneficiary's consent; upon breach of this provision, in addition to any other remedies provided in the Note or Loan Documents, Beneficiary may declare all sums due under the Note and this Deed of Trust immediately due and payable, unless prohibited by applicable law.
8. 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.
9. 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.
10. 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.
11. 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 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.
12. 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.
13. 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.
14. 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.

15. 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.

16. This Deed of Trust shall be deemed a security agreement, as defined in the Uniform Commercial Code as adopted and amended by the State of Washington. The remedies for any violation of the covenants, terms and conditions of the agreements contained herein shall be as prescribed (i) herein, or (ii) by general law, or (iii) by the specific statutory consequences now or hereafter enacted, and specified in the Uniform Commercial Code as enacted by the State of Washington, all at Beneficiary's sole election. Grantor and Beneficiary agree that the filing of any financing statement in the records normally having to do with personal property shall not be construed as impairing the hereby stated intention of the parties that everything used in connection with the construction, management, maintenance and production of income from the Property together with all other rights and property described herein and comprising the secured property shall at all times and for all purposes in all proceedings, both legal and equitable, be regarded as part of the Property, whether physically attached or specifically identified or not.

17. As further security for the payment of all indebtedness and performance of all obligations secured hereby, Grantor irrevocably and absolutely assigns to Beneficiary, the rents, issues, profits and proceeds of contracts of the Property, together with all future leases, profits and contracts, and any and all extensions, renewals and replacements hereof. However, as long as no default shall exist in any obligation secured hereby, Grantor may collect assigned rents and profits as the same shall fall due. All rents or profits receivable from or in respect to the Property which Grantor shall be permitted to collect hereunder shall be received by it in trust to pay the usual and reasonable operating expenses of, and the taxes upon, the Property and the payment of all sums secured hereby. Upon the occurrence of any default in payment of any indebtedness or performance of any obligation secured hereby, all rights of the Grantor to collect and receive rents and profits shall wholly and immediately terminate without notice, and Beneficiary shall thereafter have the absolute right to all such rents and profits. In addition to, and not in limitation of the foregoing, Beneficiary shall have the right to petition the Court of appropriate jurisdiction for the appointment of a Receiver of the rents, issues and profits of the Property and shall have in addition to the rights and powers customarily given to and exercised by such receiver, the right to enter upon and take possession of the Property and manage the same with all rights and options in regard thereto available to Grantor. Grantor expressly waives the posting of bond by such receiver, and waives any challenge to a proposed receiver based on affiliation with Beneficiary.

18. Beneficiary may commence, appear in, and defend any action or proceeding which may affect the Property or the rights or powers of Beneficiary or the Trustee under this Deed of Trust. Beneficiary may pay, purchase, contest or compromise any encumbrance, charge or lien which in its judgment appears to be prior or superior to the lien of this Deed of Trust, otherwise appears to impair the security hereof, or appears to have been created in violation of the terms hereof. If Grantor fails to make any payment or do any act required under the Loan Documents (including this Deed of Trust), Beneficiary, without any obligation to do so and without releasing Grantor from any obligations under the Loan Documents, may make the payment or cause the act to be performed in such manner and to such extent as Beneficiary may deem necessary to preserve and protect the Property. Beneficiary is authorized to enter upon the Property for such purposes. In exercising any of these powers Beneficiary may incur such expenses, in its absolute discretion, as it deems necessary. All expenses incurred or paid by Beneficiary hereunder shall be paid or reimbursed by Grantor on demand and shall bear interest at the default rate provided in the Note, and, if not so paid or reimbursed, shall become a part of the indebtedness secured hereby.

**GRANTOR:**

Billie Colburn

Sign Name: Billie Colburn

Print Name: Billie Colburn

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF WA  
COUNTY OF King }-ss

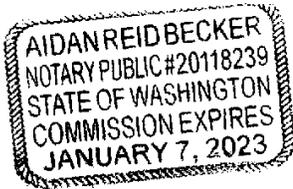
On this 24 day of March, 22, I certify that I know of have satisfactory evidence that Billie Colburn (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 3-24-22 ACB

Notary Public in and for the state of WA

Residing at Kirkland

My appointment expires: 1/7/23



**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: \_\_\_\_\_

Signed: \_\_\_\_\_

**OWNER'S AFFIDAVIT AND AGREEMENT**  
**INDIVIDUAL**

STATE OF WA  
COUNTY OF King  
File No./Commitment No.: 204598-LT

\_\_\_\_\_ ("Affiant"), being duly sworn according to law, makes this Owner's Affidavit and Agreement (collectively, with all exhibits, the "Affidavit") deposes and says as follows:

1. Affiant is the owner of the premises described in the Commitment(s) listed above (the "Property");
2. No other person has possession or any right to possession of the Property or any interest therein, including, but not limited to oil, gas or other minerals.
3. There are no unrecorded judgments, liens, mortgages, or other claims against the Property.
4. No proceeding in bankruptcy has ever been instituted by or against the Affiant, nor has the Affiant ever made an assignment for the benefit of creditors;
5. There is no action or proceeding relating to the Property in any state or federal court in the United States, nor any state or federal judgment, nor any federal lien of any kind or nature whatever which now constitutes a lien or charge upon the Property.
6. There are no financing statements, chattel mortgages, conditional bills of sale, or retention of title agreements affecting any fixtures located on the Property.
7. There are no delinquent state, county, city, school district, water district, or other governmental agency taxes due or owing against the Property and no tax suit has been filed by any state, county, city, school district, water district, or other governmental agency for taxes levied against the Property.
8. There has been no work, services, or labor performed, and/or material furnished in connection with repairs or improvements on the Property within seventy five (75) days prior to the date of this Affidavit; or, that in the event work, services, or labor has been performed, and/or materials furnished in connection with construction, repairs, or improvements on the Property during such 75-day period, that all such work, services, or labor performed, and/or materials furnished have been completed and are accepted to the Owner(s); the Owner(s) have paid in full all contractors, laborers, and materialmen for such work, services, or labor performed, or materials furnished in connection with construction, repairs, or improvements on the property during such 75-day period, except as shown on exhibit attached hereto;  
 NO EXHIBIT /  SEE EXHIBIT ATTACHED
9. There are no unrecorded tenancies, leases, or other occupancies on the Property except as listed below in the exhibit attached hereto, and that if any such unrecorded leases, tenancies, or other occupancies are listed below, they contain no options to purchase, rights of first refusal, or other usual provisions except as shown on exhibit attached hereto;  
 NO EXHIBIT /  SEE EXHIBIT ATTACHED
10. There are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or right to purchase other than in the transaction for which this Affidavit is given;

- 11. There has been no notice, nor does Affiant have any knowledge, of any recent or future planned improvements (such as street paving, sidewalks street lights, etc.) that would result in a special assessment against the Property in any proceeding which could result in an increase tax or assessment liability against the Property;
- 12. The Affiant has received no written notice of past or present violations of covenants, conditions or restrictions set forth in the Commitment for the Property which remains uncured and any charge or assessment provided for in the covenants, conditions and restriction have been duly paid as of the date hereof; and
- 13. All management fees and broker fees, if any, are fully paid, except as shown on exhibit attached hereto.

NO EXHIBIT /  SEE EXHIBIT ATTACHED

Affiant, recognizing that funding may occur prior to the Deed or Deed of Trust being officially filed for record in the appropriate Clerk's Office, agrees that in consideration of Old Republic Title Insurance Company (the "Title Company") issuing a policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date the documents creating the interest being insured are filed for record, which matters may constitute an encumbrance on or affect the title of the Property (the "GAP"), to promptly defend, remove, bond, or otherwise dispose of any encumbrance, lien, or objectionable matter to title which may arise or be filed, as the case may be, against the Property during the GAP. Affiant further agrees to **hold harmless and indemnify** the Title Company and its parent, subsidiary, and affiliated companies, and its owners, shareholders, directors, officers, employees, agents, and representatives of the foregoing, and their successors and assigns against all losses, expenses, costs, and fees, including, but not limited to, attorneys' fees, which may arise out of Affiant's failure to so remove, bond, or otherwise dispose of any said liens, encumbrances, or objectionable matters.

This Affidavit is given to induce the Title Company to issue its policy or policies of title insurance with full knowledge that the Title Company will rely upon the accuracy of same. The Affiant does hereby **hold harmless and indemnify** the Title Company and its parent, subsidiary, and affiliated companies, and its owners, shareholders, directors, officers, employees, agents, and representatives of the foregoing, and their successors and assigns of and from any and all loss, cost, damage, and expense of every kind, including attorneys' fees, which the Title Company shall suffer, incur, or become liable for under its said policy or policies, directly or indirectly, due to its reliance on the accuracy of the foregoing statements or in connection with its enforcement of its rights under this Affidavit.

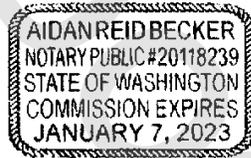
Billie Colburn  
Signature  
Billie Colburn  
Print

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print

STATE OF WASHINGTON  
COUNTY OF SKAGIT

This record was acknowledged before me on 24 day of March, 2022 by Billie Colburn.

AJBR  
Signature  
Notary  
Title



My appointment expires: March 24, 2022