

RETURN ADDRESS:

PERKINS COIE LLP
1201 Third Ave, Suite 4900
Seattle, WA 98101-3099
Attention: Colonel Betz

**CHICAGO TITLE COMPANY
620052748**

DEED OF TRUST

(for use in the State of Washington only)

GRANTOR(S):	Dimock, Douglas D. and Dimock, Beverly L., husband and wife
GRANTEE(S):	Rule, Arthur Richards, IV and Rule, Bonnie McGaugh, as Co-Trustees of the Ribo Trust under agreement dated November 29, 2017 (Beneficiary)
ADDITIONAL:	Chicago Title Company of Washington (Trustee)
ABBREVIATED LEGAL DESCRIPTION: (Full legal description on Exhibit A)	Tract 1 of Burlington Short Plat No. BU-3-92, Volume 10 of Short Plats, Page 168, Skagit County NW 6-34-4
ASSESSOR'S TAX PARCEL NO.:	P23619 / 340406-0-019-0009

THIS DEED OF TRUST (this "Deed of Trust") is as of September 28, 2022, between **Douglas D. Dimock and Beverly L. Dimock, husband and wife**, as Grantor, whose address is 810 Peterson Road, Burlington, Washington 98233; Chicago Title Company of Washington, as Trustee, whose address is 425 Commercial Street, Mount Vernon, Washington 98273; and **Arthur Richards Rule, IV and Bonnie McGaugh Rule, as Co-Trustees of the Ribo Trust under agreement dated November 29, 2017**, as Beneficiary, whose address is c/o Paul A. Cantor, The Whittier Trust Company, 520 Pike St., Suite 1415, Seattle, Washington 98101.

WITNESSETH:

Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, all of Grantor's right, title and interest in and to that certain real property located at 810 Peterson Road, Burlington, Washington 98233, and legally described on Exhibit A, attached hereto and incorporated herein by this reference, 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 the following obligations:

(a) The performance of each agreement of Grantor herein contained, and payment of the original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00), with interest, in accordance with terms of that certain Promissory Note dated September 28, 2022, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof (the "Note"), together with interest thereon at such rate as shall be agreed upon.

(b) Payment and performance of all obligations of Grantor under that certain Loan Agreement dated September 15, 2022, between Grantor as "Borrower" and Beneficiary as "Lender", as amended (the "Loan Agreement"); the Loan Agreement, together with the Note, this Deed of Trust and any other instruments securing repayment of the Note, the "Loan Documents").

(c) Payment of any further sums now or hereafter advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, and payment of every other present and future obligation owing by Grantor to Beneficiary of any kind, and all renewals, modifications, and extensions thereof, including any interest, fees, costs, service charges, indemnifications and expenses connected with such obligations, regardless of whether such sums exceed the amount stated above in subparagraph (a) above, if (i) the promissory note or other written document evidencing the future advance or loan or other obligation specifically states that it is secured by this Deed of Trust, or (ii) the advance, including costs and expenses incurred by Beneficiary, is made pursuant to the Note or this Deed of Trust, together with interest thereon at the rate set forth in the Note, unless otherwise agreed in writing.

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 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; and 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. Grantor shall deliver to Beneficiary from time to time as requested by Beneficiary copies of all policies of such insurance or certificates thereof. All policies shall be in such companies as Beneficiary may approve and have loss payable first to Beneficiary, as its interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of 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 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.

5. To pay all costs, fees and expenses in connection with this Deed of Trust and the Note, including the expenses of Trustee and Beneficiary incurred in enforcing the obligation secured hereby. Said expenses shall include but not be limited to Trustee's and Beneficiary's reasonable attorneys' fees.

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.

7. The whole or any part of the property described in this Deed of Trust, or any title or interest in such property, may not be transferred, conveyed, alienated, divested or encumbered in any manner or way, whether voluntary or involuntary by deed, contract, lien, operation of law or otherwise, and whether or not for record or for consideration, without the Beneficiary's prior written consent, which consent may be withheld in Beneficiary's sole discretion, or the full payment and performance of all obligations secured by this Deed of Trust. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

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. Time is of the essence hereof in connection with all obligations of Grantor herein or the Note. 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. 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 Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by 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 or in the Note, all sums secured hereby shall immediately become due and payable at the option of 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 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 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 is not an exclusive remedy; Beneficiary may, at its sole option, cause this Deed of Trust to be foreclosed as a mortgage or pursue any and all other remedies at law or equity. Each remedy conferred upon or reserved to Trustee or Beneficiary shall be cumulative, in addition to any other remedy and may be exercised

concurrently or independently from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

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 any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. Grantor's interest in this Deed of Trust and obligations hereunder, and Grantor's liability under the Note, may not be assigned or assumed without the prior written consent of Beneficiary, which is within Beneficiary's sole discretion.

9. 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.

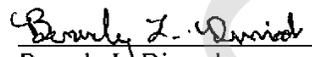
IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the day and year first above written.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:



Douglas D. Dimock



Beverly L. Dimock

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

This record was acknowledged before me on Sept. 28, 2022, 2022, by Douglas D. Dimock and Beverly L. Dimock.



(Use this space for notarial stamp/seal)

Donna Lee Reed
(Signature of notary public)

Notary
(Title of office)

My commission expires: 10/1/2023

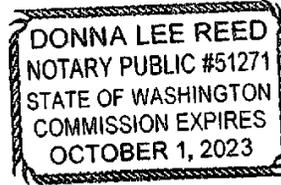


Exhibit A

Legal Description

Tract 1 of Burlington Short Plat No. BU-3-92 approved January 15, 1993 and recorded January 27, 1993 under Auditor's File No. 9301270076 in Volume 10 of Short Plats, Page 168, records of Skagit County, Washington; being a portion of Government Lot 3 of Section 6, Township 34 North, Range 4 East, W.M.

TOGETHER WITH that certain 10 foot wide utility easement running from the South line of Peterson Road to a North line of the above described main tract all as delineated on the face of said Short Plat No. BU-3-92.

Tax Parcel No. P23619 / 3404-060-019-0009