

When recorded return to:

Brian and Kristin E. Berry, husband and wife
28319 72nd Drive Northwest
Stanwood, WA 98292

DEED OF TRUST

(For use in the State of Washington only)

Reference No.: 207571-LT

THIS DEED OF TRUST, made on 31, day of October, 2022 between

ABABWA II, LLC, a Washington Limited Liability Company,
as GRANTOR(S),
whose address is 3507 220th Street Northwest, Stanwood, WA 98292

and

Land Title and Escrow
as TRUSTEE,
whose address is 111 E George Hopper Road Burlington, WA 98233

and

E. Berry
Brian and Kristin E. Berry, husband and wife
as BENEFICIARY,
whose address is 28319 72nd Drive Northwest, Stanwood, WA 98292

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:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated Legal: (Required if full legal not inserted above.)

ptn Gov. Lot 6, Sec. 1, Twn 34 North, Rg 4 East, W.M.

Tax Parcel Number(s): 340401-0-036-0003/P23311

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(s) contained in this Deed of Trust, and payment of the sum of TWO HUNDRED TEN THOUSAND AND 00/100 Dollars (\$210,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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 full on December 1, 2027.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

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; 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. 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 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(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 hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor(s) 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. **DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.)** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. 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.

JW

Grantor initials

WED

KCB

Beneficiary initials

8. NO FURTHER ENCUMBRANCES: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.). As an express condition of Beneficiary making the loan secured by this Deed of Trust, 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 Trust Estate or any interest therein without the written consent of a 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 provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest 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.

JW
Grantor initials

KEB
Beneficiary initials

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. 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.
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(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.
4. 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 hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. 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; 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 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.
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 cause this Deed of Trust to be foreclosed as a mortgage.

7. 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 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 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.
9. ADDITIONAL TERMS AND CONDITIONS: (check one)
- a. ☒ None
- b. ☐ As set forth on the attached Exhibit _____ which is incorporated by this reference

(Note: If neither "a" nor "b" is checked, then option "a" applies.)

ABABWA II, LLC, a Washington Limited Liability Company

By: Jasmine Wilson
Jasmine Wilson, Manager

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

Signed and sworn to (or affirmed) before me on this 1 day of November, 2022 by Jasmine Wilson,
Manager of ABABWA II, LLC.

[Signature]
Signature

Notary
Title

My appointment expires: 10-08-24

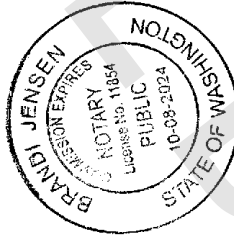


EXHIBIT A
LEGAL DESCRIPTION

Property Address: 23520 Old Day Creek Road, Clear Lake, WA 98235
Tax Parcel Number(s): 340401-0-036-0003/P23311

Property Description:

That portion of Government Lot 6, in Section 1, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the center of the paved State road and the center of Pickering or Day Creek Road, near the Northwest corner of said Government Lot 6;
thence East along the center of said Pickering Road 135 feet;
thence South at right angles 100 feet;
thence West at right angles to the center of said paved State road;
thence Northwesterly and North along the center of said paved State road to the point of beginning: (being a portion of what is known as the Mabel C. Pickering property);

TOGETHER WITH that portion of Government Lot 6, Section 1, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point in the centerline of the County road known as Pickering Day Creek Road, along the North line of said subdivision, 135 feet East of its intersection with the centerline of State Road No. 1A;
thence South at right angles to said Pickering Road 100 feet;
thence East to the Westerly line of the Northern Pacific Railroad Company right of way;
thence Northerly along said right of way to the centerline of Pickering Road;
thence West 83 feet, more or less, to the point of beginning;

AND TOGETHER WITH that portion of the West 50 feet of the real estate described in deed recorded December 21, 1988, under Auditor's File No. 8812210041, lying between the North and South boundaries of the hereinafter described tract extended Easterly 50 feet, more or less, to the centerline of the real estate described in said deed, said tract is described as follows:

That portion of Government Lot 6, Section 1, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point in the centerline of the County Road known as Pickering Day Creek Road, along the North line of said subdivision, 135 feet East of its intersection with the centerline of State Road No. 1A;
thence South at right angles to said Pickering Road 100 feet;
thence East to the Westerly line of the Northern Pacific Railroad Company right of way;
thence Northerly along said right of way to the centerline of Pickering Road;
thence West 83 feet, more or less, to the point of beginning.

AND ALSO TOGETHER WITH that portion, if any, of State Route 9 and Pickering Day Creek Road which attached by operation of way;

EXCEPT that portion of the above described lands lying Northwesterly and Northerly of a line beginning at Highway Engineer's Station (hereinafter referred to as HES) 190+51 on the SR 9 line survey of SR 9, Jet. SR 538 to

Howey Road;
thence Easterly to a point opposite HES 190+51+ on said line survey and 30 feet Easterly therefrom, said point lying on the Easterly margin of SR 9 as it existed on February 22, 1989, and the South property line of said property;
thence Northeasterly to a point opposite HES ODC 10+90 on the ODC line survey of said Highway and 50 feet Southerly therefrom;
thence Northeasterly to a point opposite HES ODC 11+51 on said line survey and 38 feet Southerly therefrom;
thence Easterly parallel with said line survey to a point opposite HES ODC 14+00 thereon and the end of this line description.

(The specific details concerning all of which are to be found on sheet 9 of that certain plan entitled SR 9, Jct. SR 538 to Howey Road, now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of February 23, 1989, revised September 28, 2017);

EXCEPT roads.

Situate in the County of Skagit, State of Washington.

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: _____

