


When recorded return to:
Adaptive Law Firm PS
P.O. Box 535
Clear Lake, WA 98235


202301190048
01/19/2023 12:20 PM Pages: 1 of 6 Fees: \$209.50
Skagit County Auditor

DEED OF TRUST

THIS DEED OF TRUST, made this 9th day of January, 2023, between:

BGF Enterprises LLC, a Washington limited liability company, as
GRANTOR, whose address is 8855 Ershig Road, Bow, WA 98232;

Hollie Del Vecchio, attorney-at-law, as **TRUSTEE**, whose address is Adaptive
Law Firm PS, P.O. Box 535, Clear Lake, WA 98235; and

Mark Slosberg and Carol Slosberg, a married couple, as **BENEFICIARY**,
whose address is 7177 Worline Road, Bow, Washington 98232.

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

See Attached Exhibit "A" for Full Legal Description.

Abbreviated Legal: PTNS SW 1/4, Section 13-35-3E, W.M.
Tax Parcel No.: P34245, P34242, P34241, P34246
Street Address: 8855 Ershig Road, Bow, WA 98232

which real property **IS** 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 is for the purpose of securing performance of each agreement of Grantors
herein contained, and payment of the sum of Three Hundred Ninety Two Thousand Nine
Hundred Twenty Nine and 93/100 Dollars (\$392,929.93), or so much thereof as may be
disbursed to, or for the benefit of the Grantor, with interest, in accordance with the terms
of a promissory note of same date herewith, 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 his 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 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 and improvements 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 Grantors 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 Grantors 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, 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; 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 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 cause this Deed of Trust to be foreclosed as a mortgage.
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 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, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

BGF Enterprises LLC (Grantor):



 Jacob Slosberg, Governing Person

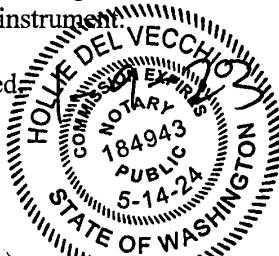



 Amy Frye, Governing Person

STATE OF WASHINGTON)
)
 SS.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Jacob Slosberg is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated:



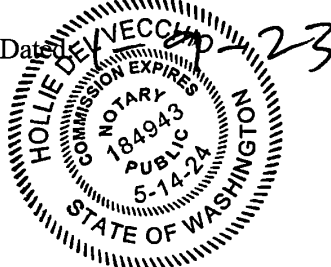


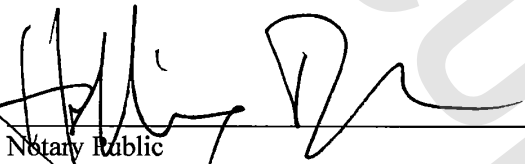
 Notary Public
 My appointment expires:

STATE OF WASHINGTON)
)
 SS.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Amy Frye is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated:





 Notary Public
 My appointment expires:

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): P34245 / 350313-3-006-0009, P34246 / 350313-3-007-0008, P34242 / 350313-3-003-0002 and P34241 / 350313-3-001-0004

That portion of the West Half of the Southwest Quarter and that portion of the Northeast Quarter of the Southwest Quarter of Section 13, Township 35 North, Range 3 East, W.M., lying Northerly of the Samish River, EXCEPT road, AND EXCEPT the following described tracts:

1. The West 330 feet of the South 660 feet of the Northwest Quarter of the Southwest Quarter of said Section 13.
2. The North 16.50 feet of the West 330 feet and the West 116 feet of the South 60 feet of the North 76.5 feet of the Southwest Quarter of the Southwest Quarter of said Section 13.
3. Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 13;
 Thence North 2°00' West along the West line of said Subdivision, a distance of 673.12 feet;
 Thence North 88°00' East a distance of 145.05 feet;
 Thence South 81°14' East a distance of 10.13 feet to the true point of beginning;
 Thence South 81°14' East a distance of 315 feet to the approximate center of the Samish River;
 Thence along the approximate center of said river South 10°55' West a distance of 80 feet to the beginning of a curve to the right, having a radius of 138.08 feet, and a central angle of 77°05';
 Thence along said curve an arc distance of 185.77 feet;
 Thence continue along the approximate center of the Samish River, South 88°00' West a distance of 125 feet;
 Thence continue along the center of said river North 66°00' West a distance of 44.21 feet to a point which bears South 0°12' West from the true point of beginning;
 Thence North 0°12' East a distance of 226.93 feet to the true point of beginning.
4. Beginning at the Southwest corner of the Southwest Quarter of the Southwest Quarter of said Section 13;
 Thence North 2°00' West along the West line of said Subdivision, a distance of 673.12 feet;
 Thence North 88°00' East a distance of 145.05 feet to the true point of beginning;
 Thence South 81°14' East a distance of 101.13 feet;
 Thence South 9°12' West a distance of 226.93 feet, more or less, to the center of the Samish River;
 Thence along the center of the Samish River, North 60°30' West a distance of 114.68 feet;
 Thence North 0°12' East a distance of 185.87 feet to the true point of beginning.
5. Beginning at a point on the West line of the Southwest Quarter of the Southwest Quarter of said Section 13, which is North 2° West, a distance of 673.12 feet from the Southwest corner thereof;
 Thence North 88°00' East, a distance of 145.05 feet;
 Thence South 0°12' West, a distance of 185.87 feet, more or less, to the center of the Samish River;
 Thence Westerly along the center of the Samish River to its intersection with the West line of said Southwest Quarter of the Southwest Quarter;

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"
Legal Description

Thence North 2° West along said West line to the Point of Beginning.

Situate in the County of Skagit, State of Washington.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

