

AFTER RECORDING MAIL TO:

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Everett, WA 98201

Filed for Record at Request of:

First American Title Insurance Company National Commercial
Services

Space above this line for Recorders use only

**Short Form
DEED OF TRUST**File No: **NCS-1184355-OR1 (ch)**Grantor(s): **Bayview MHP LLC, a Washington limited liability company**Grantee(s): **Bayview Mobile Home Park MV, L.L.C., a Washington limited liability company**Trustee: **First American Title Insurance Company, a Nebraska corporation**Abbreviated Legal: **Ptn. S/2, NE 31-35-3E**Additional Legal on page: **4 -6**Assessor's tax parcel/Account Nos: **P35114/350331-0-042-0000**

THIS DEED OF TRUST, made this 21 day of August, 2023, between **Bayview MHP LLC, a Washington limited liability company**, as GRANTOR(S), whose address is **PO Box 20626, Seattle, WA 98102**, and **First American Title Insurance Company, a Nebraska corporation**, as TRUSTEE, whose address is **900 5th Ave., Suite 1250, Seattle, WA 98104**, and **Bayview Mobile Home Park MV, L.L.C., a Washington limited liability company**, as BENEFIICIARY, whose address is **11002 31st Ave SE, Everett, WA 98208**.

Grantor(s) hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in **Skagit** County, **Washington**:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

TOGETHER WITH all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor(s), incorporated by reference or contained herein and payment of the sum of **Two Million Five**

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Hundred Twenty Thousand and No/100 dollars (\$2,520,000.00) with interest thereon according to the terms of the promissory note of even date herewith, payable to Beneficiary or order and made by Grantor(s); all renewals, modifications or extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 35 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor(s) hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25th) day of July, 1968, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S
Adams	2 of Record Instr.	513-16	122987	Lewis	7 of Offcl Rec.	839-842	725562
Asotin	Aud. Microfilm No.		101896	Lincoln	107 of Mtgs	776-779	316596
Benton	241 of Offcl Rec.	695A-C	592931	Mason	Reel 48 Frame	835-838	236038
Chelan	688 of Offcl Rec.	1682-1685	681844	Okanogan	121 of Mtgs	517-519A	560658
Clallam	315 of Offcl Rec.	195-198	383176	Pacific	213 of Offcl Rec.	649-652	55707
Clark	Aud. Microfilm No.	702859-62	G-519253	Pend Oreille	27 of Mtgs.	8-11	126854
Columbia	49 of Deeds	198-201	F3115	Pierce	1254 of Mtgs.	707-710	2250799
Cowlitz	747 of Offcl Rec.	234-237	675475	San Juan	28 of Mtgs.	459-462	69282
Douglas	125 of Mtgs	120-123	151893	Skagit	19 of Offcl Rec.	80-83	716277
Ferry	28 of Deeds	413-416	153150	Skamania	47 of Mtgs.	41-44	70197
Franklin	11 of Offcl Rec.	138-141	309636	Snohomish	233 of Offcl Rec.	540-543	2043549
Garfield	Aud. Microfilm No.		13044	Spokane	14 of Offcl Rec.	1048-1051	376267C
Grant	44 of Rec. doc.	373-376	538241	Stevens	109 of Mtgs.	394-397	390635
Grays Harbor	21 of General	31-34	207544	Thurston	454 of Offcl Rec.	731-734	785350
Island	181 of Offcl Rec.	710-713	211628	Waukiakum	17 of Mtgs	89-92	24732
Jefferson	4 of Official Rec.	316-319	196853	Walla Walla	308 of Mtgs.	711-714	495721
King	5690 of Mtgs.	436-439	6382309	Whatcom	82 of Offcl Rec.	855-858	1047522
Kitsap	929 of Offcl Rec.	480-483	934770	Whitman	1 of Misc.	291-294	382282
Kittitas	111 of Mtgs	361-364	348693	Yakima	712 of Offcl Rec.	147-150	2170555
Klickitat	101 of Mtgs	107-110	131095				

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor(s) acknowledges receipt of such Master Form Deed of Trust.

The property which is the subject of this Deed of Trust is not used principally or primarily for agriculture or farming purposes.

The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

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Attached hereto is a Deed of Trust Rider which outlines additional terms and provisions to said Deed of Trust which by this reference are to be incorporated herein.

WITNESS the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

Dated: August 21, 2023

Bayview MHP LLC, a Washington limited liability company

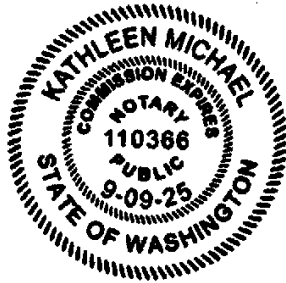
By: 

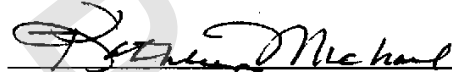
Name: Jared Varnes

Title: Managing Member

STATE OF Washington)
COUNTY OF King)-ss

This record was acknowledged before me on August 18, 2023 by **Jared Varnes as Managing Member of Bayview MHP LLC, a Washington limited liability company.**





Notary Public

My commission expires: 9-9-2025

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EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Skagit, State of Washington, described as follows:

PARCEL "A":

THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 89 DEGREES 52'30" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 621.58 FEET; THENCE NORTH 70 DEGREES 49'25" WEST ALONG THE CENTERLINE OF THE EXISTING COUNTY ROAD 247.13 FEET; THENCE SOUTH 8 DEGREES 09' WEST 20.37 FEET TO THE SOUTHERLY BOUNDARY OF SAID ROAD AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 8 DEGREES 09' WEST 62.10 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 53'30" WEST ALONG SAID SOUTH LINE 681.73 FEET; THENCE NORTH 21 DEGREES 49'30" EAST 301.55 FEET TO THE SOUTHERLY LINE OF THE COUNTY ROAD; THENCE SOUTH 67 DEGREES 21'10" EAST ALONG THE SOUTHERLY LINE OF SAID ROAD 162.44 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT; SAID CURVE HAVING RADIUS OF 2884.79 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 3 DEGREES 28'15", AN ARC DISTANCE OF 174.75 FEET TO THE END OF SAID CURVE; THENCE SOUTH 70 DEGREES 49'25" EAST ALONG THE SOUTHERLY LINE OF THE COUNTY ROAD 280.87 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT TIDE LANDS OF THE SECOND CLASS, IF ANY.

PARCEL "B":

THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 3 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 89 DEGREES 53'30" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 621.58 FEET; THENCE NORTH 70 DEGREES 49'25" WEST ALONG THE CENTERLINE OF THE EXISTING COUNTY ROAD 524.10 FEET TO THE BEGINNING OF A CURVE IN SAID COUNTY ROAD; THENCE NORTH 19 DEGREES 10'35" EAST 20.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID ROAD, THE TRUE POINT OF BEGINNING; THENCE NORTH 10 DEGREES 03'29" EAST 647.29 FEET TO THE CENTERLINE OF VACATED "H" STREET IN BAYVIEW; THENCE SOUTH 68 DEGREES 58'20" WEST ALONG SAID CENTERLINE 501.59 FEET TO

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THE NORTH LINE OF A TRACT CONVEYED TO C. B. PAULSON IN DEED RECORDED AS AUDITOR'S FILE NO. 370772, RECORDS OF SKAGIT COUNTY;
THENCE SOUTH 89 DEGREES 53'30" WEST ALONG THE NORTH LINE OF SAID TRACT 65.28 FEET TO THE NORTHWEST CORNER OF SAID TRACT;
THENCE SOUTH 0 DEGREES 06'30" EAST 24.95 FEET TO THE CENTERLINE OF VACATED "H" STREET;
THENCE SOUTH 68 DEGREES 58'20" WEST 62.64 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO DAVID C. PAULSON AND PATRICIA A. PAULSON BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 583174 RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE SOUTH 3 DEGREES 39'50" WEST ALONG THE EASTERLY LINE OF SAID TRACT 216.57 FEET TO A POINT ON A CURVE IN THE NORTHERLY LINE OF SAID COUNTY ROAD HAVING A RADIUS POINT BEARING SOUTH 17 DEGREES 33'01" WEST A DISTANCE OF 1452.39 FEET;
THENCE ALONG THE ARC OF SAID CURVE IN A SOUTHEASTERLY DIRECTION THROUGH A CENTRAL ANGLE OF 5 DEGREES 05'49" A DISTANCE OF 129.20 FEET;
THENCE SOUTH 67 DEGREES 21'10" EAST ALONG THE NORTHERLY LINE OF SAID COUNTY ROAD 228.00 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2844.79 FEET;
THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3 DEGREES 28'15" A DISTANCE OF 172.33 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL "C":

THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 3 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO DAVID C. PAULSON AND PATRICIA A. PAULSON BY QUIT CLAIM DEED AS RECORDED UNDER AUDITOR'S FILE NO. 583174, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE SOUTH 3 DEGREES 39'50" WEST ALONG THE EASTERLY LINE OF SAID PAULSON TRACT, 216.57 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE COUNTY ROAD;
THENCE NORTH 1 DEGREE 27'10" WEST, 208.84 FEET TO THE CENTERLINE OF VACATED "H" STREET, IN BAYVIEW;
THENCE NORTH 68 DEGREES 58'20" EAST ALONG THE CENTERLINE OF SAID VACATED "H" STREET, 20.50 FEET TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 3 EAST W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL C, AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED IN VOLUME 750, AT PAGE 86 UNDER AUDITOR'S FILE NO. 8803310070, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE SOUTH 68 DEGREES 57'02" WEST, ALONG THE CENTERLINE OF VACATED "H" STREET IN BAYVIEW, A DISTANCE OF 14.12 FEET TO THE TRUE POINT OF BEGINNING;

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THENCE SOUTH 1 DEGREE 50'44" WEST, PARALLEL WITH AND 2 FEET EASTERLY AS MEASURED AT RIGHT ANGLES FROM AN EXISTING FENCE, A DISTANCE OF 103.81 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID TRACT C;
THENCE NORTH 1 DEGREE 28'28" WEST, ALONG SAID WEST LINE, A DISTANCE OF 101.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT C;
THENCE NORTH 68 DEGREES 57'02" EAST, ALONG THE NORTH LINE OF SAID TRACT C A DISTANCE OF 6.38 FEET TO THE POINT OF BEGINNING.

DEED OF TRUST RIDER

The following is part of the Limited Practice Board Short Form Deed of Trust, form LPB-20 (the "Deed of Trust") dated August 21, 2023 by and between **Bayview MHP LLC, a Washington limited liability company** Grantor"), First American Title Insurance Company, a Nebraska corporation ("Trustee"), **Bayview Mobile Home Park MV, L.L.C., a Washington limited liability company**. ("Beneficiary").

The parties hereby incorporate the following modifications into the Deed of Trust:

1. **New Subsection 1** {fil:. The following Subsection 1(e) is hereby added to the Deed of Trust:

(e) All inventory, equipment, goods, supplies and materials now or hereafter owned by Granter and located at or on or used in connection with the property, and all present and future accounts, general intangibles, chattel paper, documents, instruments, deposits accounts, money, contract rights, insurance policies, and all proceeds, products, substitutions and accessions therefor and thereto. This Deed of Trust is intended to constitute a security agreement under the Uniform Commercial Code of Washington, and a UCC-2 Fixture Filing.

2. **Section 5**. Section 5 of the Deed of Trust is hereby amended to provide that the amount of late charge shall be five cents (\$0.05) per dollar, but if any different amount is provided in the promissory note, the amount in the promissory note shall control.

3. **Subsection 25(c)**. Subsection 25(c) of the Deed of Trust is hereby amended to read:

(c) the property is sold or transferred without the Holder's consent,

4. **New Subsection 25(e)**. The following Subsection 25(e) is hereby added to the Deed of Trust:

(e) in one or more transaction, fifty percent (50%) or more of the stock, ownership, or partnership interests in, or the right to control, the Granter is sold or transferred without the Holder's consent.