

**AFTER RECORDING PLEASE RETURN TO:**

Intrust Funding, LLC  
14508 NE 20<sup>th</sup> St #200  
Bellevue, WA 98007

**CHICAGO TITLE  
620055285**

Document Title: Deed of Trust  
Grantor(s): Evergreen Investing REI, LLC, a Washington limited liability company  
Grantee: Intrust Funding, LLC, a Washington limited liability company  
Tax Parcel #: P47802 / 360312-3-001-0202  
Abbreviated Legal Description: PTN NW 1/4 SEC 12-26-3E, W.M.

**SHORT FORM DEED OF TRUST**

THIS DEED OF TRUST is made this 16<sup>th</sup> day of **January, 2024** BETWEEN **Evergreen Investing REI, LLC, a Washington limited liability company** as Grantors, whose address is 1733 H S 450 Blaine WA 98230 and **Fidelity National Title Company of Washington, as Trustee**, whose address is 3500 188th St. SW, Suite 300, Lynnwood, WA 98037, and **Intrust Funding, LLC, a Washington limited liability company** as Beneficiary, whose address is 14508 NE 20<sup>th</sup> St #200 Bellevue, WA 98007.

Grantor hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the following described property situate in the County of **Whatcom**, State of Washington:

**THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, OWNSHIP 36 NORTH, RANGE 3 EAST, W.M., LYING SOUTHEASTERLY OF THE ROAD. ALSO THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH ALONG THE EAST LINE THEREOF, 75 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION TO THE EAST LINE OF AN ESTABLISHED ROAD; THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

**Tax Parcel Number: P47802 / 360312-3-001-0202**

**Situs Address: 1597 Barrell Springs Road Bellingham WA 98229**

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 Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the rights, 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 the following:

(a) Payment of the sum of **THREE HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED NINETY-FOUR AND 86/100 (\$334,494.86)** with interest thereon, according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor and all renewals, modifications or extensions thereof (the said promissory including all renewals, modifications, and extensions thereof may hereafter be referenced as the "Note").

(b) Payment of any further sums advanced or loaned by Beneficiary to Grantor, or any of its successors or

DEED OF TRUST

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 securing repayment of the Note, 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 Warranty and Indemnity Agreement 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.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs I 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 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 August, 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:

AUDITOR'S COUNTY	BOOK OR VOL.	AUDITOR'S PAGE NO.	FILE NO.	COUNTY	BOOK OR VOL	PAGE NO.	FILE NO.
Adams	2 of Record. Instr.	513-16	122987	Lewis	7 of Official Rec.	839-842	25562
Asotin	Microfilmed Under Auditor's No.		101896	Lincoln	107 of Mortgages	776-779	316596
Benton	241 of Official Rec.	695A-C	592931	Mason	Reel 48	Fram 835-838	236038
Chelan	688 of Official Rec.	1682-1685	681844	Okanogan	121 of Mortgages	517-519A	560658
Clallam	315 of Official Rec.	195-198	383176	Pacific	213 of Official Rec.	649-652	55707
Clark	Aud. Microfilm No.	702859-702862	G-519253	Pend Oreille	27 of Mtgs.	8-11	126854
Columbia	49 of Deeds	198-201	F-3115	Pierce	1254 of Mtgs.	707-710	2250799
Cowlitz	747 of Official Rec.	234-237	675475	San Juan	28 of Mtgs.	459-462	69282
Douglas	125 of Mortgages	120-123	151893	Skagit	19 of Official Rec.	80-83	716277
Ferry	28 of Deeds	413-416	153150	Skamania	47 of Mtgs.	41-44	70197
Franklin	11 of Official Rec.	138-141	309636	Snohomish	233 of Official Rec.	540-543	2043549
Garfield	Microfilmed Under Auditor's No.	13044		Spokane	14 of Official 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 Official Rec.		731-
734	785350						
Island	181 of Official Rec.	710-713	211628	Wahkiakum	17 of	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 Official Rec.	855-858	104752
Kitsap	929 of Official Rec.	480-483	934770	Whitman	1 of Misc.	291-294	382282
Kittitas	111 of Mortgages	361-364	348693	Yakima	712 of Official Rec.	147-150	217055
Klickitat	101 of Mortgages	107-110	131095				

DEED OF TRUST

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 acknowledges receipt of such Master Form Deed of Trust. This is a "construction mortgage" for the purposes of the Washington Uniform Commercial Code.

The Property which is subject of this Deed of Trust [which may be referenced herein and in the Master Form Deed of Trust as the "property"] is not used principally or primarily for agricultural or farming purposes.

The undersigned Grantor 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.

The Master Form Deed of Trust referenced hereinabove is hereby modified as follows: There is added to Paragraph 1, a new subsection as follows:

- (e) All permits, permit applications, site plans, plats, architectural plans, specifications, work drawings, surveys, engineering reports, test borings market surveys and other work product relating to said property; all materials, supplies and other goods now owned or hereafter acquired, whenever located, whether in the possession of Grantor or any other person, purchased for use in the construction or furnishing of improvements on said property, together with documents relating thereto and proceeds thereof; and the name by which the buildings and all other improvements on said property are commonly known and the continuing right to use such name.

Paragraph 5 is deleted and replaced by the following:

- 5. Grantor shall pay late charges as provided in the Note secured hereby.

There is added to Paragraph 8(a) after replacing the period with a comma, the following:

unless otherwise agreed in any agreements or covenants of Grantor, or the maker of the Note secured hereby if other than Grantor, relating to construction, including without limitation a Construction Loan Agreement.

The following is added to Paragraph 10:

Unless otherwise agreed or directed in writing, Grantor shall keep all buildings or other improvements now or hereafter erected on the property described herein and in the Short Form Deed of Trust continuously insured against loss by fire and other hazards, casualties, and contingencies, including war damage and earthquake in an amount not less than the full replacement cost of all such improvements.

Paragraph 13 is modified as follows:

"ten percent (10%)" is deleted and replaced by "the greater of twelve percent (12%), the note rate, or the rate provided in the note in the event of default".

There is added to Paragraph 14 the following:

Grantor shall immediately upon demand pay, with interest as provided in Paragraph 13 hereof, all advances, expenditures, costs and expenses incurred by Beneficiary or Trustee in connection with

the exercise of the foregoing rights, including without limitation, those hereinabove identified, and court costs, and costs of appraisals, consultants, and attorney fees, the repayment of all of which shall be secured hereby.

Paragraph 25(a) is deleted and replaced by the following:

(a) default by Grantor in the payment of any indebtedness secured hereby or in the performance or observance of any agreement contained herein or in the Note secured hereby, or default by Grantor in the performance or payment of any other obligation or indebtedness now or hereafter owed by Grantor to beneficiary or beneficiary's successors or predecessors in interest

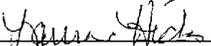
Paragraph 25(c) is deleted and replaced by the following:

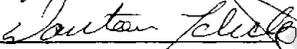
(c) Any transfer of interest prohibited by the terms of the Note secured hereby.

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

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

Evergreen Investing REI, LLC, a Washington limited liability company

By:   
Laura Hicks, Managing Member

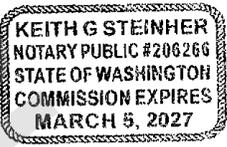
By:   
Danton Hicks, Managing Member

STATE OF WASHINGTON  
COUNTY OF Washington

On this day personally appeared before me Laura Hicks, to me known to be the Managing Member of Evergreen Investing REI, LLC, a Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

Given under my hand and official seal January 16, 2024.

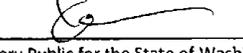
  
Notary Public for the State of Washington  
Residing at: Bellingham WA  
My appointment expires: 3-5-27  
Printed Name: Keith G. Steinhilber



STATE OF WASHINGTON  
COUNTY OF Washington

On this day personally appeared before me Danton Hicks, to me known to be the Managing Member of Evergreen Investing REI, LLC, a Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Given under my hand and official seal January 16, 2024.

  
Notary Public for the State of Washington  
Residing at: Bellingham WA  
My appointment expires: 3-5-27  
Printed Name: Keith G. Steinhilber

