



202403130052

03/13/2024 01:35 PM Pages: 1 of 9 Fees: \$362.50
Skagit County Auditor

Document Title: Deed of Trust

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1. Jared Ware
- 2.

Grantee(s):

☐ additional grantee names on page ____

1. Guardian NW Title
2. Paul & Suzanne Ware

Abbreviated legal description:

☐ full legal on page(s) ____

ptn lots 6-9 BL 9 Clear Lake

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P74818

I, JARED WARE, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$304.50 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

3/13/2024

When recorded return to:

DEED OF TRUST
(For use in the State of Washington only)

THIS DEED OF TRUST, made this 13TH day of MARCH 2024
between

as GRANTOR(S), JARED WARE
whose address is 12951 SOUTH FRONT, ST
MT VERNON, WA 98273
and

as TRUSTEE, GUARDIAN NORTHWEST TITLE
whose address is 1301 (B) RIVERSIDE
MT VERNON, WA 98273
and

as BENEFICIARY, PAUL & SUZANNE WARE
whose address is 21606 ALDERBROOK, LN
MT VERNON, WA 98274

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
County, Washington:

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

SEE ATTACHED WITH EXHIBIT (1A) $\frac{1}{3}$ (1B)

Tax Parcel Number(s):

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 is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of \$500,000 PLUS 40% OF PROPERTY VALUE AS DESCRIBED IN PREVIOUS AGREEMENT WITH PAUL & SUZANNE DATED 11/26/2015 SEE EXHIBIT (1B)

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 his/her/their 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(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. 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

Grantor initials

Beneficiary initials

IT IS MUTUALLY AGREED THAT:

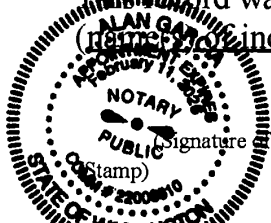
1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of 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 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 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(s) had or had the power to convey at the time of his/her/their execution of

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this Deed of Trust, and such as he/she/they 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(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.

State of Washington
County of Snohomish

This record was acknowledged before me on (date) by Jared Ware
(one individual).



(Signature of notary public)

A handwritten signature of the notary public, Alan Gay.

(Title of office)

Notary Public

My commission expires:

February 11, 2024

(date)

03/13/2024

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:

Current Legal
Description

Abbreviation
Definitions



(0.4500 ac) TAX 1: THAT PORTION OF LOTS 6, LOT 7, LOT 8 AND LOT 9, BLOCK 9, PLAT OF CLEAR LAKE, SKAGIT COUNTY, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 22, RECORDS OF SKAGIT COUNTY, WASHINGTON, VACATED FRONT STREET, AND GOVERNMENT LOT 8 AND GOVERNMENT LOT 12, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 77-44-22 WEST, A DISTANCE OF 40.01 FEET TO A POINT ON THE WEST LINE OF VACATED FRONT STREET; THENCE NORTH 10-59-08 EAST ALONG THE WEST LINE OF VACATED FRONT STREET, A DISTANCE OF 98.69 FEET; THENCE NORTH 9-45-08 EAST ALONG THE WEST LINE OF FRONT STREET, A DISTANCE OF 19.93 FEET; THENCE SOUTH 84-11-59 EAST, A DISTANCE OF 92.78 FEET; THENCE NORTH 55-18-44 EAST, A DISTANCE OF 17.05 FEET; THENCE NORTH 87-30-47 EAST, A DISTANCE OF 10.12 FEET; THENCE SOUTH 84-11-27 EAST, A DISTANCE OF 28.90 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 31.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82-27-09, AND AN ARC DISTANCE OF 44.61 FEET; THENCE NORTH 89-44-26 WEST, A DISTANCE OF 54.76 FEET; THENCE SOUTH 59-40-23 WEST, A DISTANCE OF 19.37 FEET; THENCE SOUTH 00-35-05 EAST, A DISTANCE OF 47.83 FEET; THENCE SOUTH 20-13-34 WEST, A DISTANCE OF 55.10 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE NORTH 76-17-52 WEST, A DISTANCE OF 68.01 FEET TO THE POINT OF BEGINNING.

Promissory Note
Partnership

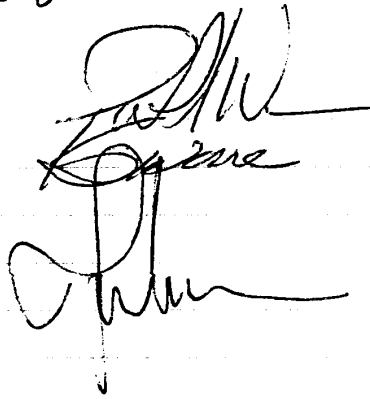
11-26-2015

This note/partnership is between
Paul + Suzanne Ware and Jared Ware.

Where as Paul + Suzanne have loaned/
invested \$217,000 +- for the purchase
of 12951 S. Front St Mt Vernon, Wa
and made arrangements with Mark Takaseky
to cover the remaining balance of
purchasing said property, it is agreed
that Paul + Suzanne Ware will be 40%
partners in this investment. It's also
agreed that Paul will help in the
remodel and work together with Jared.

As long as the property is held,
Jared will live there to manage the
property.

Upon sale the profit will be divided
accordingly.

The block contains two handwritten signatures. The top signature is written in dark ink and appears to be 'Paul Ware'. The bottom signature is also in dark ink and appears to be 'Suzanne Ware'. Both signatures are fluid and cursive.