03/27/2024 03:24 PM Pages: 1 of 8 Fees: \$311.50

Skagit County Auditor, WA

Return Address: Allen R. Sakai HELSELL FETTERMAN LLP 800 FIFTH AVENUE, SUITE 3200 SEATTLE WA 98104

DEED OF TRUST

GRANTOR/BORROWERS:

1. Pacific Palette Property Solutions LLC, a Washington limited liability company Additional names are on page

GRANTEE/ASSIGNEE/BENEFICIARY:

1. Tony Sandidge, an unmarried person Additional names are on page

LEGAL DESCRIPTION:

PTN OF SW ¼ SW ¼ SECTION 26, TWP 36 RNG 3, SKAGIT COUNTY Full legal description is on page 1-3

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: P48300 (360326-0-015-0016); P48290 (360326-0-008-0106)

REFERENCE NUMBER OF DOCUMENTS RELEASED OR ASSIGNED: (if applicable):

THIS DEED OF TRUST, made this \(\frac{\(\delta \)_{\text{CPL}} / \(\text{CPL} \)_{\text{QPL}} \(\delta \)_{\text{2003}}, between Pacific Palette Property Solutions LLC, a Washington limited fiability company, GRANTOR, whose address is 16893 Maplewood Lane, Bow WA 98232, CW Title and Escrow, TRUSTEE, whose address is 11201 SE 8th St. Suite 200, Bellevue, WA 98004, and Tony Sandidge, an unmarried person, BENEFICIARY, whose address is 16071 Colony Road, Bow WA 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:

DEED OF TRUST - I

PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 36, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 39°32' EAST 410.8 FEET TO THE TRUE POINT OF BEGINNING:

THENCE NORTH 89°53' EAST 203.36 FEET:

THENCE NORTH 0°47' WEST 814.33 FEET:

THENCE SOUTH 87°40' WEST 442.88 FEET TO THE CENTER OF THE COUNTY ROAD;

THENCE SOUTH 14°08' EAST 162.23 FEET;

THENCE SOUTH 17°03' EAST ALONG THE SAID ROAD 263.60 FEET; THENCE NORTH 88°57' EAST 184.40 FEET;

THENCE SOUTH 0°01' WEST 167.35 FEET;

THENCE SOUTH 88°34' WEST 102.58 FEET TO A POINT IN THE CENTER OF SAID COUNTY ROAD;

THENCE SOUTH 17°03' EAST ALONG THE SAID ROAD 39.51 FEET; THENCE SOUTH 25°44' EAST 92.14 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF SAID COUNTY ROAD;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED (THREE) PARCELS;

(PARCEL 1)

THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 36, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26; THENCE NORTH 39°32' EAST 410.8 FEET;

THENCE NORTH 89°53' EAST 203.36 FEET;

THENCE NORTH 0°47' WEST 614.33 FEET TO TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUE NORTH 0°47' WEST A DISTANCE OF 200 FEET;

THENCE SOUTH 87°40' WEST 442.88 FEET TO THE CENTER LINE OF THE COLONY ROAD;

THENCE SOUTH 14°08' EAST 162.23 FEET;

THENCE SOUTH 17°03' EAST ALONG THE CENTER LINE OF SAID ROAD TO A POINT THAT BEARS SOUTH 88°57' WEST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 88°57' EAST TO THE TRUE POINT BEGINNING; EXCEPT COLONY ROAD ALONG THE WESTERLY LINE THEREOF.

(PARCEL 2)

PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 36, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26; THENCE NORTH 39°32' EAST 410.8 FEET;

THENCE NORTH 89°53' EAST 203.36 FEET;

THENCE NORTH 0°47' WEST 814.33 FEET;

THENCE SOUTH 87°40' WEST 442.88 FEET TO THE CENTER OF THE COUNTY ROAD;

THENCE SOUTH 14°08' EAST 162.23 FEET;

THENCE SOUTH 17°03' EAST ALONG SAID COUNTY ROAD 263.60 FEET:

THENCE NORTH 88°57' EAST 184.40 FEET TO THE TRUE POINT OF BEGINNING OF THE DESCRIPTION:

THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUE NORTH 88°57' EAST TO THE EAST LINE OF THAT CERTAIN TRACT CONVEYED TO HAROLD F. ESTABROOK & STELLA MAY ESTABROOK, HUSBAND AND WIFE, BY DEED DATED MARCH 24, 1947, AND RECORDED MARCH 25, 1947, IN VOLUME 216 OF DEEDS, PAGE 630, UNDER AUDITOR'S FILE NO. 402345, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 0°47' EAST ALONG THE EAST LINE OF SAID ESTABROOK TRACT A DISTANCE OF 150.0 FEET;

THENCE SOUTH 88°57' WEST TO A POINT THAT BEARS SOUTH 0°01' WEST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 0°01' EAST A DISTANCE OF 150.0 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

(PARCEL 3)

THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4

OF SECTION 26, TOWNSHIP 36, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26; THENCE NORTH 39°32' EAST 410.8 FEET;

THENCE NORTH 89°53' EAST 203,36 FEET:

THENCE NORTH 0°47' WEST 814.33 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE SOUTH 87°40' WEST 442.88 FEET TO THE CENTER OF THE COLONY ROAD;

THENCE SOUTH 14°08' EAST 162,23 FEET;

THENCE SOUTH 17°03' EAST ALONG THE CENTER OF SAID COLONY ROAD 263.60 FEET;

THENCE NORTH 88°57' EAST TO A POINT THAT BEARS SOUTH 0°47' EAST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 0°47' WEST TO THE TRUE POINT OF BEGINNING;

EXCEPT COLONY ROAD ALONG THE WEST LINE THEREOF;

AND ALSO EXCEPT THEREFROM THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26; THENCE NORTH 39°32' EAST 410.8 FEET:

THENCE NORTH 89°53' EAST 203.36 FEET;

THENCE NORTH 0°47' WEST 614.33 FEET TO THE TRUE POINT OF THIS DESCRIPTION;

THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUE NORTH 0°47' WEST A DISTANCE OF 200 FEET;

THENCE SOUTH 87°40' WEST 442.88 FEET TO THE CENTER LINE OF THE COLONY ROAD;

THENCE SOUTH 14°08' EAST 162.23 FEET;

THENCE SOUTH 17-03 EAST ALONG THE CENTER LINE OF SAID ROAD TO A POINT THAT BEARS SOUTH 88°57' WEST FROM TRUE POINT OF BEGINNING;

THENCE NORTH 88°57' EAST TO THE TRUE POINT OF BEGINNING;

EXCEPT COLONY ROAD ALONG THE WESTERLY LINE THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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 herein contained, and payment of the sum of ONE HUNDRED EIGHTY ONE THOUSAND AND NO/100 DOLLARS (\$181,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, 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 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 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.
- 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.
- 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 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 Grantor 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 the 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; (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 encumbrances 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 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 any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

- 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.
- If all or any portion of the property described in this Deed of Trust is sold or transferred by Grantor without Beneficiary's prior written consent or upon January 31, 2031, whichever comes first, then the whole sum of both principal and interest of the promissory note secured by this Deed of Trust shall be immediately due and payable without further notice or demand at Beneficiary's option.

GRANTOR:

Pacific Palette Property Solutions LLC

STATE OF WASHINGTON COUNTY OF SKANGH

I certify that I know or have satisfactory evidence that Becky Callihan is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Manager of Pacific Palette Property Solutions LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Printed Name: Svannon 1

Title

My appointment expires: 12.24.25

REQUEST FOR FULL RECONVEYANCE

BENEFICIARY SHOULD NOT SIGN UPON EXECUTION OF THE DEED OF TRUST

TO BE SIGNED AND USED ONLY WHEN ALL OBLIGATIONS HAVE BEEN PAID UNDER THE NOTE AND THIS DEED OF TRUST

TO:	, TRUSTEE	
Deed on pa the n you l	The undersigned is the legal owner and holder of the note and all other indebt by the Deed of Trust. The note, together with all other indebtedness secured Trust, has been fully paid and satisfied; and you are hereby requested and d tent to you of any sums owing to you under the terms of the Deed of Trust, to and all other evidences of indebtedness secured by the Deed of Trust delivered by the Deed of Trust, and to reconvey, without warranty designated by the terms of the Deed of Trust, all the estate now held there.	t by the irected, cancel vered to the
	DATED:	
	BENEFICIARY:	