

When recorded return to:
Inderjit S. Sandhu and Charanjit K. Sandhu
3357 Siskin Drive Abbotsford, BC V2T6T4
Canada

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

1835 Barkley Boulevard, Suite 105
Bellingham, WA 98226

Chicago Title
ACCOMMODATION 620056447

Escrow No.: 245462989

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

THIS DEED OF TRUST, made this 12th day of June, 2024 between
Jagmohan S. Sandhu and Karmjit K. Sandhu and Shamsheer S. Sandhu and Dharamvir K. Sandhu
as GRANTOR(S),
whose address is P.O. Box 1002, Sumas, WA 98295
and
Chicago Title Company
as TRUSTEE,
whose address is 425 Commercial Street, Mount Vernon, WA 98273
and
Inderjit S. Sandhu and Charanjit K. Sandhu
as BENEFICIARY,
whose address is 3357 Siskin Drive Abbotsford, BC V2T6T4, Canada

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 Skagit County, Washington:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Skagit County Property:

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

PTN. SEC. 27-36-3E, W.M.; PTN. SEC. 35-36-3E, W.M.; PTN. SEC. 26-36-3E, W.M.; PTN. SEC. 34-36-3E, W.M.

Tax Account No.: P134222 / 360327-4-001-1005, P48283 / 360326-0-002-0003, P48400 / 360327-1-002-0000, P48404 / 360327-1-004-0107, P48422 / 360327-2-013-0005, P48437 / 360327-4-001-0005, P48443 / 360327-4-003-0003, P48445 / 360327-4-005-0001, P48635 / 360334-1-001-0002, P48710 / 360335-2-005-0005 and P48442 / 360327-4-002-0004

Whatcom County Property:

Tax/Map ID(s): 137161 137153

Tax Parcel Number(s): 4004102072120000, 4004101011180000, 137161, 137153

DEED OF TRUST
(continued)

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 of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of One Million And No/100 Dollars (\$1,000,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(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 Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

DUE DATE: The entire balance of the promissory notes secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on October 17, 2024.

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. **DUE ON SALE: (OPTIONAL - Not applicable unless initialed by Grantor and Beneficiary.)** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

J.S.
Grantor initials

J.S.
Beneficiary initials

J.D.
Grantor initials

C.K.
Beneficiary initials

DEED OF TRUST
(continued)

8. **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 other type of encumbrance or title defect.

J.S. [Signature]
Grantor initials

F.S.
Beneficiary initials

S.S. [Signature]
Grantor initials

CK
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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust 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 by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. 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 all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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 absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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.

DEED OF TRUST
(continued)

9. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. None

b. As set forth on the attached Exhibit "B" which is incorporated by this reference.

(Note: If neither "a" or "b" is checked, then option "a" applies.)

J.S.
Jagmohan S. Sandhu

K.K.
Karmjit K. Sandhu

S.S.
Shamsher S. Sandhu

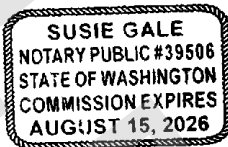
D.K.
Dharamvir K. Sandhu

State of WA

County of Whatcom

This record was acknowledged before me on June 17, 2024 by Jagmohan S. Sandhu and Karmjit K. Sandhu.

Susie Gale
(Signature of notary public)
Notary Public in and for the State of WA
My appointment expires: 8/15/26



State of WA

County of Whatcom

This record was acknowledged before me on June 17, 2024 by Shamsher S. Sandhu and Dharamvir K. Sandhu.

Susie Gale
(Signature of notary public)
Notary Public in and for the State of WA
My appointment expires: 8/15/26

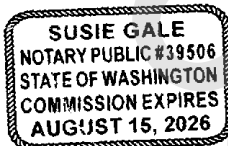


EXHIBIT "B"

PARCEL A:
THAT PORTION OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE W.M., LYING SOUTHERLY AND WESTERLY OF COLONY ROAD AND KALLSTROM ROAD AND LYING NORTHEASTERLY OF THE EASTERLY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY (FORMERLY THE SEATTLE & MONTANA RAILROAD RIGHT-OF-WAY).

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL B:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER IN SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., LYING SOUTHWESTERLY OF THE COUNTY ROAD; EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SUBDIVISION WHICH IS 660 FEET EAST OF THE WEST LINE THEREOF; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION TO A POINT WHICH IS 825 FEET SOUTH AND 660 FEET EAST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 88°38'32" EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 39 FEET; THENCE NORTH 0°15'15" WEST A DISTANCE OF 487.08 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE COUNTY ROAD, AND THE TERMINAL POINT OF THE LINE BEING DESCRIBED;

ALSO, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE ABOVE DESCRIBED TERMINAL POINT;
THENCE SOUTH 00°05'19" WEST, A DISTANCE OF 124.00 FEET;
THENCE NORTH 89°54'41" WEST A DISTANCE OF 79.00 FEET;
THENCE NORTH 25°20'34" WEST A DISTANCE OF 276.04 FEET;
THENCE NORTH 48°21'09" EAST A DISTANCE OF 64.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF THE COLONY ROAD;
THENCE SOUTH 41°38'51" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING:

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL C:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 0°05'15" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 709.57 FEET TO THE EASTERLY LINE OF THE GREAT NORTHERN RAILWAY RIGHT OF WAY AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 0°05'15" WEST 624.03 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 88°38'32" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 781.75 FEET; THENCE SOUTH 8°09'25" EAST 423.39 FEET; THENCE SOUTH 21°04'41" EAST 75 FEET, MORE OR LESS, TO THE CENTERLINE OF AN EXISTING DRAINAGE DITCH; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING.

PARCEL D:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 400 FEET NORTH AND 82.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE WEST 82.5 FEET; THENCE SOUTH 400 FEET; THENCE EAST 150 FEET; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING.
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL E:

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., LYING EASTERLY OF THE GREAT NORTHERN RAILROAD RIGHT-OF-WAY; EXCEPT THOSE PORTIONS THEREOF, IF ANY, LYING WITHIN THE FOLLOWING DESCRIBED TRACTS:

EXHIBIT "B"

- 1) THE SOUTH 87.15 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34.
- 2) THE COUNTY ROAD KNOWN AS THE KALLSTROM ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Parcel E:

The Northwest quarter of the Southwest quarter, less one acre in the Southwest corner, and 3 and one-quarter acres in the Northwest corner of the Southeast quarter of the Southwest quarter of Section 10, Township 40 North, Range 4 East of W.M. Except roads.

Situate in Whatcom County, Washington

Parcel F:

All that portion of the Northeast quarter of the Southwest quarter lying West of the Northern Pacific Railroad right-of-way in Section 10, Township 40 North, Range 4 East of W.M., also, that portion of the Northwest quarter of the Southeast quarter lying West of Railroad in Section 10, Township 40 North, Range 4 East of W.M.

Situate in Whatcom County, Washington

EXHIBIT C

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of One Million One and No/100 Dollars (\$1,000,000) with interest in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantors, and all renewals and extensions thereof; payment of the sum of Four Hundred Thirty-Nine Thousand Eight Hundred Fifteen and 28/100 Dollars (\$439,815.28) with interest in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantors, and all renewals and extensions thereof; payment of the sum of Fifty Thousand and No/100 Dollars (\$50,000) with interest in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantors, and all renewals and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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.

Inderjit S. Sandhu

Date

Charanjit K. Sandhu

Date