

When recorded return to:

Padgett Family Company L.L.C., a Washington
Limited Liability Company and Dale A. Padgett, a
single individual
12844 Markwood Rd
Burlington, WA 98233

Chicago Title Company 620054524**Fidelity Major Accounts 23000985-NCS**

Filed for record at the request of:

COMPANY OF WASHINGTON, INC.

5006 Center Street, Suite J
Tacoma, WA 98409

Escrow No.: 23000985-NCS

**Short Form
DEED OF TRUST**

THIS DEED OF TRUST, made this 3rd day of February, 2025 between

Burlington Boulevard Boys LLC, a Washington limited liability company, as GRANTOR(S),
whose address is 718 Rainier Ave S, Suite G, Seattle, WA 98144

and

Fidelity National Title Company of Washington, Inc., as TRUSTEE,

whose address is 5006 Center Street, Suite J, Tacoma, WA 98409

and

Padgett Family Company L.L.C., a Washington Limited Liability Company and Dale A. Padgett, a
single individual, as BENEFICIARY, whose address is 12844 Markwood Rd, Burlington, WA 98233

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:

That portion of the East half of Tract 50, Plat of the Burlington Acreage property, according to the
plat thereof recorded in volume 1 of plats, page 49, records of Skagit county, Washington, lying
north of the Great Northern Railway right of way.

Except therefrom that portion of said property conveyed to The City of Burlington by deed recorded
under recording number 9004130147.

Tax Parcel Number(s): P62644 / 3867-000-050-0005

**Short Form
DEED OF TRUST**
(continued)

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 One Million Three Hundred Fifty Thousand And No/100 Dollars (\$1,350,000.00) with interest thereon according to the terms of a 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 Official Rec.	839-842	725562
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	Frame 835-838	236038
Chelan	688 of Official Rec.	1682-1685	681844	Okanogan	121 of Mortgages	517-519A	560658
Cllallam	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	Waukiakum	17 of Mortgages	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	1047522
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	2170555
Klickitat	101 of Mortgages	107-110	131095				

**Short Form
DEED OF TRUST**
(continued)

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.

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

Burlington Boulevard Boys LLC

BY: _____

Aaron Locke
Member

BY: _____

Parker Nicholson
Member

BY: _____

Isaac Chamberlin
Member

State of Washington

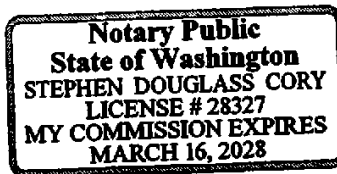
County of King

This record was acknowledged before me on January 31, 2025 by Aaron Locke, Parker Nicholson and Isaac Chamberlin as Member, Member and Member, respectively, of Burlington Boulevard Boys LLC.

(Signature of notary public) _____

Notary Public in and for the State of WA

My appointment expires: 3-16-2028



Deed of Trust Rider

The following is part of the Limited Practice Board Short Form Deed of Trust, LPB Form No. 20-05 (the "Deed of Trust") dated February 3, 2025, by and between Burlington Boulevard Boys LLC, a Washington limited liability company, ("Grantor"), Fidelity National Title ("Trustee"), and Padgett Family Company L.L.C., a Washington Limited Liability Company and Dale A. Padgett, a single individual ("Beneficiary").

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

1. **New Subsection 1(e).** 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 Grantor 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. **Section 8.** Section 8 of the Deed of Trust is hereby amended by placing a period at the end of the second line and deleting the balance of Section 8.
4. **Section 9.** Section 9 of the Deed of Trust is hereby amended to provide that Beneficiary's prior written consent to any improvement and or alteration-structural or non-structural, shall be granted or withheld in an exercise of Beneficiary's sole discretion, regardless of any other requirement contained herein. Further, Beneficiary shall have no obligation to accept any lien, agreement or condition which subordinates, or potentially compromises the validity and/or priority of this Deed of Trust.
5. **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,
6. **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 Grantor is sold or transferred without the Holder's consent.

Initials:

Grantor: JP

Grantee: _____

Grantor: PA

Grantee: _____

Grantor: AL

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Initials:

Grantor: brantel JF MGR.

Grantee: _____

Grantor: brantel JF

Grantee: _____

Grantor: _____