

When Recorded, Return to:

Whitaker Kent Ordell PLLC  
1200 5th Avenue, Suite 2020  
Seattle, Washington 98101  
Attn: Katherine Kent

**DEED OF TRUST**

<b>Grantor:</b>	ROBERT HAYTON, an individual
<input type="checkbox"/> Additional on page ____	
<b>Grantee(s):</b>	Trustee: LAND TITLE AND ESCROW COMPANY
	Beneficiary: SUSAN HUGHES-HAYTON, an individual
<input type="checkbox"/> Additional on page ____	
<b>Legal Description (abbreviated):</b>	Ptn of Lt 4 of Short Plat No. PL00-0408, under AFN 200208010118, in ptns of S13, T34N, R2E, W.M., S24, T34N, R2E, W.M. and S19, T34N, R3E, W.M., and ptn of Lt 4 of Short Plat No. PL02-0485, under AFN 200209160059, in ptns of S13, T34N, R2E, W.M., and S18, T34N, R3E, W.M., Skagit County, WA
<input checked="" type="checkbox"/> Complete legal on <u>Exhibit A</u> . The parties have designated this the Downey Tract	
<b>Assessor's Tax Parcel Identification Nos:</b>	P22110; P22122; P22109; P20317; P20309
<b>Reference Nos. of Documents Released or Assigned:</b>	N/A

THIS DEED OF TRUST ("**Deed of Trust**") is made as of May 19, 2025, by ROBERT HAYTON, an individual, whose address is 16498 Fir Island Road, Mount Vernon, WA 98273 ("**Grantor**"), SUSAN HUGHES-HAYTON, an individual, whose address is 1904 Harris Avenue, Bellingham, WA 98225 ("**Beneficiary**"), and LAND TITLE AND ESCROW COMPANY, with a business address at 111 E. George Hopper Road, P.O. Box 445, Burlington, WA 98233 ("**Trustee**").

Grantor has delivered to Beneficiary that certain Secured Promissory Note (the "**Note**") dated January 15, 2025, made by Grantor in favor of Beneficiary in the principal amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00), together with any amendments thereto and

any and all modifications, extensions, renewals, and replacements thereof which is incorporated by reference into this Deed of Trust.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the real property described on **Exhibit A** hereto and all interest therein, and all accessions thereto, and all rights to the alleys, streets, sidewalks, strips, and roads adjoining or abutting the real property and/or used in connection with that real property, commonly referred to as the "Downey Tract" (the "**Property**") which real property may be used 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 herein contained, and payment of the sum of up to TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) to Beneficiary in accordance with the Note.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. 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; and to keep the Property free and clear of all other charges, liens, claims, actions or encumbrances impairing the security of this Deed of Trust; *provided, however*, that if by law any tax or assessment is payable, or may at the option of the taxpayer be paid, in installments, Grantor may pay the same, or cause the same to be paid, together with any accrued interest on the unpaid balance thereof, in installments as the same become due; and *provided, further*, that, if Grantor contests the validity or amount of any tax or assessment in good faith and by appropriate proceedings which operate to prevent any execution on any portion of the Property and thereafter diligently proceeds to cause such tax or assessment to be removed, paid or discharged of record, Grantor may defer payment thereof during the pendency of such contest, provided that such deferral does not incur financial penalties or subject the Property to foreclosure.
3. 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 reasonable 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.
4. To pay all costs, fees, and expenses reasonably necessary to enforce 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.
5. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the Property hereinabove described, after the notice and cure period set forth in Section 10 below, Beneficiary may pay the same, and the repayment of the amount so paid, with interest as provided for in the Note shall be secured by this Deed of Trust.

6. Grantor acknowledges and agrees that neither the Property nor any part thereof or interest therein shall be encumbered, sold, conveyed, or otherwise transferred or assigned by Grantor. Any such transfer in violation of the previous sentence without Beneficiary's prior written consent shall be deemed to increase the risk of Beneficiary and shall constitute a default if not corrected within the applicable notice and cure set forth in Section 10 below.

IT IS MUTUALLY AGREED THAT:

7. 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 if an Event of Default has occurred and is continuing, otherwise such proceeds shall be released to Grantor for restoration (to the extent practicable).

8. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive her right to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

9. 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.

10. Any of the following shall be deemed to be a material breach of Grantor's covenants in this Deed of Trust and shall constitute a default ("**Event of Default**"): failure by Grantor in the (a) payment when due of any indebtedness secured hereby, or (b) performance of any agreement contained herein and such failure continues for thirty (30) days following written notice from Beneficiary to Grantor (provided, however, that in the event any nonmonetary failure is not capable of being cured within such thirty (30) days, Grantor shall have an additional sixty (60) days to cure such default so long as Grantor commences to cure such default and thereafter diligently and continuously prosecutes the cure of such default); (c) a receiver is appointed for any material part of Grantor's property, Grantor makes a general assignment for the benefit of creditors, or Grantor becomes a debtor or alleged debtor in a case under the U.S. Bankruptcy Code or becomes the subject of any other bankruptcy or similar proceeding for the general adjustment of his debts, unless such proceeding is dismissed within sixty (60) days of first being filed. During any Event of Default, 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: (i) to the expense of the sale, including a reasonable trustee's fee and attorney's fee; (ii) to the obligation secured by this Deed of Trust; and (iii) the surplus, if any, shall be distributed to the persons entitled thereto.

11. 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 Grantor 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.

12. 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 and may elect to foreclose this Deed of Trust in the same manner as a real property mortgage. Beneficiary may commence and maintain an action or actions, at law or in equity, in any court of competent jurisdiction, to enforce the payment and/or performance under the Note (including to obtain specific enforcement of the covenants of Grantor hereunder, and Grantor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy).

(a) Beneficiary shall have the right, in one or several concurrent or consecutive proceedings, to judicially or non-judicially foreclose the lien hereof upon the Property or any part thereof (each such proceeding, a "Foreclosure Sale"), for the Secured Obligations, or any part thereof, by any proceedings appropriate under applicable Laws.

(b) In addition to the right to appoint a receiver upon an Event of Default, Trustee or Beneficiary may also, at any time after the filing of a complaint to foreclose this Deed of Trust, request appointment of a receiver of the Property by the court in which such complaint is filed, and Grantor hereby consents to such appointment.

(c) If this Deed of Trust is foreclosed by judicial action, and the Property sold at a foreclosure sale, the purchaser may, during any redemption period allowed, make such repairs or alterations on the Property and to any improvements thereon as may be reasonably necessary for the proper operation, care, preservation, protection, and insuring thereof. Any sums so paid together with interest thereon at the Default Rate, shall be added to and become a part of the amount required to be paid for redemption from such sale.

(d) To the maximum extent permitted by applicable Laws, Beneficiary will be entitled to a judgment providing that, if the Foreclosure Sale proceeds are insufficient to satisfy the judgment, execution may issue for the deficiency.

13. In the event of death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the land 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, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

14. The Grantor covenants and agrees to and with the Beneficiary and those claiming under the Beneficiary, that (i) Grantor is lawfully seized in fee simple of the Property and has the right to grant, convey and mortgage the same, and (ii) has unencumbered title thereto free of all other monetary encumbrances other than those affecting the Property as of the date of this Deed

of Trust, the lien of non-delinquent installments of taxes and assessments and any future encumbrances permitted under Section 6 above (the "*Permitted Exceptions*"), and (iii) Grantor will forever warrant and defend the Property unto Beneficiary against all claims and demands of any other person, subject only to the Permitted Exceptions.

15. 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. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

16. Any notice required to be given Grantor or Beneficiary under this Deed of Trust shall be in writing and delivered to the appropriate party at the address first shown above and will be deemed given, unless otherwise required by applicable law, on the date hand-delivered, one business day after placed in the hands of a reputable overnight carrier, and three business days after place in the U.S. Mail, postage pre-paid.

17. Beneficiary shall have such other rights and remedies as are available under any statute or at law or in equity generally, including but not limited to the right to judicially foreclose this Deed of Trust. All rights and remedies of Beneficiary herein specified are cumulative and are in addition to, not in limitation of, any rights and remedies Beneficiary may have at law. No waiver of any default or failure or delay to exercise any right or remedy by Beneficiary shall operate as a waiver of any other default or of the same default in the future or a preclusion of any right or remedy with respect to the same or any other occurrence

18. Release.

(a) Upon payment by Grantor to Beneficiary of all sums due under the Note in full, Beneficiary shall direct Trustee to reconvey the property and shall surrender to Trustee this Deed of Trust and all notes evidencing the indebtedness secured by this Deed of Trust. Trustee shall reconvey the property without warranty to the person or persons legally entitled thereto. The recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

(b) All costs in connection with any release and reconveyance (excluding Beneficiary's attorney's fees, if any), such as preparation of release documents and recording fees, shall be borne by Grantor.

**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.**

[no further text; signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the date first above written.

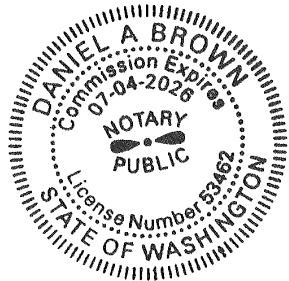
GRANTOR:

Robert Hayton  
ROBERT HAYTON, an individual

STATE OF WASHINGTON

COUNTY OF KING

This record was acknowledged before me on May 19, 2025 by Robert Hayton, an individual.



Daniel A. Brown  
Printed Name

Notary Public

My Commission Expires 7/4/26

**Exhibit A****LEGAL DESCRIPTION OF THE PROPERTY****PARCEL "A"**

A portion of Lot 4 of Short Plat No. PL00-0408, as approved July 31, 2002 and recorded under Auditor's File No. 200208010118, records of Skagit County, Washington, being in Sections 13 and 24, Township 34 North, Range 2 East, W.M., and also in Section 19, Township 34 North, Range 3 East, W.M.,

AND ALSO a portion of Lot 4 of Short Plat No. PL02-0485, as approved September 13, 2002 and recorded under Auditor's File No. 200209160059, records of Skagit County, Washington, being in Section 13, Township 34 North, Range 2 East, W.M., and also in Section 18, Township 34 North, Range 3 East, W.M., said portion of Lot 4 of Short Plat No. PL00-0408 and said Lot 4 of Short Plat No. PL02- 0485, lying Northerly and Easterly of the following described line:

Beginning at the Southeast corner of said Lot 4, Short Plat No. PL02-0485;  
 thence Westerly along the South line of said Lot 4 to the Southeast corner of said Section 13, as shown on the "PLAT OF SKAGIT BEACH NO. 1," as per plat recorded in Volume 8 of Plats, page 71, records of Skagit County, Washington;  
 thence North 89°21'46" West 2070.66 feet along an existing ditch to a line that is 40 feet East of and parallel with the East line of said "PLAT OF SKAGIT BEACH NO. 1";  
 thence North 45°28'30" East 142.20 feet along said parallel line;  
 thence North 24°38'30" East 239.26 feet along said parallel line;  
 thence North 04°26'30" West 298.01 feet along said parallel line;  
 thence North 14°57'00" East 213.60 feet along said parallel line to an existing ditch;  
 thence South 88°35'37" East 552.13 feet along said ditch;  
 thence North 75°40'36" East 31.97 feet along said ditch;  
 thence North 60°30'11" East 94.00 feet along said ditch;  
 thence North 00°00'00" West 1375.31 feet to an existing ditch;  
 thence North 49°40'18" West 93.40 feet along said ditch;  
 thence North 62°34'07" West 48.57 feet along said ditch;  
 thence North 72°31'43" West 35.22 feet along said ditch;  
 thence North 62°29'38" West 32.82 feet along said ditch;  
 thence North 48°48'39" West 51.56 feet along said ditch;  
 thence North 54°12'12" West 79.38 feet along said ditch;  
 thence North 80°52'14" West 59.94 feet along said ditch;  
 thence South 75°58'30" West 110.80 feet along said ditch;  
 thence North 72°37'53" West 67.46 feet along said ditch;  
 thence North 63°44'03" West 102.39 feet along said ditch;  
 thence North 43°11'28" West 98.98 feet along said ditch;  
 thence North 31°52'08" West 107.10 feet along said ditch;  
 thence North 16°33'40" West 125.70 feet along said ditch;  
 thence North 04°10'20" East 153.90 feet along said ditch;  
 thence North 28°53'43" East 156.41 feet along said ditch;

thence North 16°42'45" East 105.13 feet along said ditch;  
thence North 00°35'19" West 108.97 feet along said ditch;  
thence North 07°31'33" West 141.06 feet along said ditch;  
thence North 05°34'37" East 103.70 feet along said ditch;  
thence North 18°28'35" East 114.83 feet along said ditch;  
thence North 33°05'56" East 101.50 feet along said ditch;  
thence North 45°42'52" East 98.54 feet along said ditch;  
thence North 38°10'50" East 59.78 feet along said ditch;  
thence North 21°25'46" East 30.65 feet along said ditch;  
thence North 17°35'36" East 40 feet, more or less, to the North line of said Lot 4, Short Plat No. PL02- 0485, and the terminus of said line.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities for agricultural and farming purposes only, over, across, under and through a strip of land 30 feet in width lying Easterly of and adjacent to the West line of that portion of Lot 4, Short Plat No. PL00-0408, as approved on July 31, 2002, and recorded under Auditor's File No. 200208010118, records of Skagit County, Washington, lying within Government Lots 1 and 2, of Section 19, Township 34 North, Range 3 East, W.M.

A non-exclusive easement for ingress, egress and utilities for agricultural and farming purposes only, over, across, under and through a strip of land 30 feet in width lying Easterly of and adjacent to the West line of that portion of Lot 4, Short Plat No. PL00-0408, as approved on July 31, 2002, and recorded under Auditor's File No. 200208010118, records of Skagit County, Washington, lying within Government Lot 1 of Section 24, Township 34 North, Range 2 East, W.M., and Government Lot 7 of Section 13, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

An easement 30 feet in width lying Easterly and Southerly of the following described line:

Commencing at a point which bears North 89°21'46" West, a distance of 2070.66 feet from the Southeast corner of said Section 13, as shown on the "PLAT OF SKAGIT BEACH NO. 1," as per plat recorded in Volume 8 of Plats, page 71, records of Skagit County, Washington, and which point is the most Southwesterly corner of that fee tract of land conveyed hereinabove to Hayton Farms, Grantee from Triple J Enterprises, Grantor; thence North 45°28'30" East along the Westerly line of the hereinabove described Triple J Enterprises to Hayton Farms conveyance, a distance of 42.31 feet to the true point of beginning of this easement line description; thence North 89°21'46" West, a distance of 56.41 feet to a point on the Westerly line of said Lot 4 of Short Plat No. PL00-0408, and on the Easterly line of Tract "E" of said "PLAT OF SKAGIT BEACH NO. 1"; thence South 45°28'30" West along the East line of said Tract "E", a distance of 244.83 feet to the most Southeasterly corner of said Tract "E"; thence Southerly and Westerly along the Easterly line of Tract "A", of said "PLAT OF SKAGIT BEACH NO. 1"; along the following courses and distances:

South 9°44' West, a distance of 236.01 feet; South 86°00'30" West, a distance of 274.92 feet; South 22°40'30" West, a distance of 50.00 feet, more or less, to a point 15 feet Southerly of the centerline of an existing driveway access and which point is the terminus of this easement

description.

Situate in the County of Skagit, State of Washington.