

When Recorded Return To:

Whatcom County
311 Grand Avenue
Suite 108
Bellingham, WA 98225

DEED OF TRUST

(For use in the State of Washington only)

Grantor(s): Sean Humphrey House, a Washington nonprofit corporation Grantee(s): Beneficiary-Whatcom County; Trustee-Chicago Title Insurance Company. Abbreviated Legal: PTN LOT 6 PADDEN COURT PARTITION PLAT IN SE ¼ SW ¼ SEC 6, T 37 N, R 3 E Additional legals on page: 1 Assessor's Tax Parcel Number(s): 370306 222101 0000 PID 22345

THIS DEED OF TRUST, is made as of the ____ day of _____, 2023, **BETWEEN** Sean Humphrey House, a Washington nonprofit corporation ("**GRANTOR**") whose address is 1630 H Street, Bellingham, WA 98225, and **Chicago Title Insurance Company, as TRUSTEE**, whose address is 1835 Barkley Boulevard, Suite 105, Bellingham, WA 98226, and Whatcom County, as **BENEFICIARY**, whose address is 311 Grand Avenue, Bellingham, Washington 98225.

WITNESSETH: GRANTOR hereby bargains, sells and conveys to Trustee in Trust, with power of sale, their respective interests on the following real property:

PARCEL A:

THE NORTH 150 FEET OF THE SOUTH 250 FEET OF THAT PART OF LOT 6, PADDEN COURT PARTITION PLAT, IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M.

DESCRIBED AS FOLLOWS:

BEGINNING 175 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 6, BEING THE NORTHEAST CORNER OF THE SOTH HALF OF THE SOUTHWEST QUARTER;

THENCE SOUTH 500 FEET; THENCE WEST 400 FEET; THENCE NORTH 500 FEET;
THENCE EAST 400 FEET TO THE POINT OF BEGINNING.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL B:

AN EASEMENT FOR INGRESS, EGRESS AND UNDERGROUND UTILITIES AS
DESCRIBED UNDER AUDITOR'S FILE NO. 1455310, RECORDS OF WHATCOM
COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, 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 of trust is for the purpose of securing performance of (a) each agreement of GRANTOR herein contained or referenced herein, (b) payment of the sum of ONE HUNDRED THOUSAND Dollars (\$100,000.00) with no interest, in accordance with the terms of a promissory note of even date herewith (the "Note"), payable to Beneficiary or order, and made by GRANTOR, and all renewals, modifications and extensions thereof, and (c) such further sums as may be advanced or loaned by Beneficiary to the GRANTOR with respect to the Property, 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 thereon; 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 (except for the existing building which will be demolished); 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 continuously insured against loss by fire or other hazards in an amount not less than the greater of (a) the total debt secured by this Deed of Trust, or (b) one hundred percent (100%) of the replacement value of the Property. All policies shall be held by the Beneficiary, and be issued by such companies

as the Beneficiary may approve and have loss payable to the Beneficiary, subject to the interests of senior lien holders, as its interest may appear, and then to the GRANTOR. 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 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 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 condemnation 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, including those contained in the Covenant recorded of even date herewith, 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 satisfaction

of 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 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 any action or proceeding in which GRANTOR, 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 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.

[SIGNATURES ON FOLLOWING PAGE]

REQUEST FOR FULL RECONVEYANCE

**TO BE USED ONLY WHEN ALL OBLIGATIONS HAVE BEEN PAID AND ALL
DUTIES PERFORMED UNDER THIS DEED OF TRUST.**

TO: TRUSTEE:

The undersigned is the party entitled to the performance, benefits, duties, and payments under the loan between Grantor and Beneficiary which is secured by this Deed of Trust and other legal documents.

The obligations thus secured have been fully paid, with all duties performed 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 evidence of indebtedness secured by said Deed of Trust delivered to you with 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 hereunder.

Signed: _____ Date: _____
Satpal Singh Sidhu, Whatcom County Executive

Property Address: 1210 32nd Street, Bellingham, WA 98225

Recording No.: _____

Loan Amount: \$100,000