202509090053
09/09/2025 02:26 PM Pages: 1 of 11 Fees: $921.50
Skagit County Auditor, WA

UNOFFICIAL DOCUMENT

This instrument prepared by and after
recording return to:
Zack Niebruegge
U.S. Bank National Association
Collateral Department
P.O. Box 3487
Oshkosh, WI 54902-6197

WASHINGTON DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

Grantor(s): RADOSEVICH BROTHERS LLC **Title Order No 400456-LT**

Grantee(s): U.S. Bank National Association, as Beneficiary
U.S. Bank Trust Company, National Association, as Trustee

Legal Description: Units A-F inclusive, Sedro Woolley Townhouse Condo (Additional on attached Exhibit A)

Assessor's Tax Parcel or Account Number: 4633-000-001-0000/P105686 & 4633-000-002-0001/P105687 & 4633-000-004- 0003/P105689 & 4633-000-003-0002/P105688 & 4633-000-005-0004/P105690 & 4633-000-006-0005/P105691

Reference Numbers of Related Documents: NOT APPLICABLE_____, and/or Book/Volume/Reel _____, Page/Image _____

This Deed of Trust, Security Agreement and Assignment of Rents and Leases (this "**Deed of Trust**") is made and entered into by RADOSEVICH BROTHERS LLC, a Washington Limited Liability Company (the "**Grantor,**" whether one or more) in favor of U.S. Bank Trust Company, National Association, having a mailing address at 1850 Osborn Ave, Oshkosh, WI 54902 (the "**Trustee**"), for the benefit of U.S. Bank National Association (the "**Beneficiary**"), as of the date set forth below.

ARTICLE I. CONVEYANCE/MORTGAGED PROPERTY

1.1 Grant of Deed of Trust/Security Interest. IN CONSIDERATION OF FIVE DOLLARS ($5.00) cash in hand paid by Trustee to Grantor, and the financial accommodations from Beneficiary to Grantor as described below, Grantor has bargained, sold, conveyed and confirmed, and hereby bargains, sells, conveys and confirms, unto Trustee, its successors and assigns, for the benefit of Beneficiary, the Mortgaged Property (defined below) to secure all of the Obligations (defined below). The intent of the parties hereto is that the Mortgaged Property secures all of the Obligations, whether now or hereafter existing. The parties further intend that this Deed of Trust shall operate as a security agreement with respect to those portions of the Mortgaged Property which are subject to Article 9 of the Uniform Commercial Code.

1.2 "**Mortgaged Property**" means all of the following, whether now owned or existing or hereafter acquired by Grantor, wherever located: all the real property legally described in **Exhibit A** attached hereto (the "**Land**"), together with all buildings, structures, standing timber, timber to be cut, fixtures, furnishings, equipment, machinery, apparatus, appliances, and articles of personal property of every kind and nature whatsoever (and all proceeds and products thereof) now or hereafter located on the Land, or any part thereof, used in connection with the Land and improvements; all building materials, contracts, drawings, plans and specifications and other personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "**Improvements**") (the Land and the Improvements collectively the "**Premises**"); TOGETHER with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto, and any and all leases or other agreements for the use or occupancy of the Premises, and all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligations thereunder (collectively the "**Rents**"); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other

UNOFFICIAL DOCUMENT

proceeds of the Premises; and any and all rights of Grantor in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements and general intangibles relating to any of the Mortgaged Property, including, without limitation, income and profits derived from the sale of the Mortgaged Property or the operation of any business on the Premises or attributable to services that occur or are provided on the Premises or generated from the use and operation of the Mortgaged Property.

1.3 "**Obligations**" means the loan(s) by Beneficiary to RADOSEVICH BROTHERS LLC (the "**Borrower**") evidenced by the following note(s):

a note originally dated or amended or restated as of September 5, 2025 in the stated or amended and/or restated principal amount of $414,000.00;

from RADOSEVICH BROTHERS LLC to Beneficiary, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto, and if a revolving credit, such amounts as may be advanced, paid down and readvanced from time to time thereunder (separately and collectively, the "**Note**"); all of Grantor's debts, liabilities, obligations, covenants, warranties, and duties to Beneficiary under the Loan Documents, however arising and whether now or hereafter existing or incurred, whether liquidated or unliquidated and whether absolute or contingent; all of Grantor's obligations under this Deed of Trust; and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of this Deed of Trust, and reasonable attorneys' fees of both inside and outside counsel. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

1.4 "**Loan Documents**" means together and individually the Note, this Deed of Trust and any loan agreement, security or pledge agreement, assignment, financing statement, lease, mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, subordination, letter of credit and letter of credit reimbursement agreement, banker's acceptance, and any other agreement, document or instrument previously, concurrently or hereafter executed or delivered by any party to or in favor of Beneficiary evidencing, creating, securing, guaranteeing or otherwise related to the indebtedness evidenced by the Note, whether or not specifically enumerated herein.

1.5 Homestead. The Premises are not the homestead of Grantor. If so, Grantor releases and waives all rights under and by virtue of the homestead exemption laws of the State of Washington.

1.6 Deed of Trust Secures Commercial Loan. Grantor and Beneficiary hereby agree that the Obligations secured by this Deed of Trust constitute a commercial loan and are not made primarily for personal, family or household purposes.

1.7 Mortgaged Property Not Agricultural Property. Grantor hereby represents and warrants that the Mortgaged Property is not used primarily for agricultural purposes.

1.8 Deed of Trust Does Not Secure Environmental Indemnities. Notwithstanding anything to the contrary set forth herein or in any other Loan Document, this Deed of Trust shall not secure the obligations of Grantor or any other obligor under that certain Unsecured Real Estate Environmental Indemnity dated as of even date herewith made by Grantor in favor of Beneficiary (the "**Environmental Indemnity Agreement**") or the substantial equivalent of the obligations arising under the Environmental Indemnity Agreement. All of such obligations (and the substantial equivalents thereof) shall constitute the separate, unsecured, full recourse obligations of Grantor and any other obligor identified therein and shall not be deemed to be evidenced by the Note or secured by this Deed of Trust.

ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of Grantor under the Loan Documents which are expressly incorporated herein as part of this Deed of Trust, including the covenants to pay and perform all Obligations, and while any part of the credit granted Grantor under the Loan Documents is available or any Obligations of Grantor to Beneficiary are unpaid or outstanding, Grantor continuously warrants to Beneficiary and Trustee and agrees as follows:

2.1 Warranty of Title/Possession. Grantor has sole and exclusive title to and possession of the Premises, excepting only the following "**Permitted Encumbrances**": restrictions and utility easements of record, and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments), taxes and assessments not yet due and payable and those Permitted Encumbrances set forth on **Exhibit B** attached hereto (except that if no Exhibit B is attached, there will be no additional Permitted

UNOFFICIAL DOCUMENT

Encumbrances). The lien of this Deed of Trust, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Mortgaged Property.

2.2 Maintenance; Waste; Alteration. Grantor will maintain the Premises in good and tenantable condition and will restore or replace damaged or destroyed Improvements with items of at least equal utility and value. Grantor will not commit or permit waste to be committed on the Premises. Grantor will not remove, demolish or materially alter any part of the Premises without Beneficiary's prior written consent, except Grantor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility. The replacement fixture will be subject to the priority lien and security interest of this Deed of Trust.

2.3 Transfer and Liens. Grantor will not, without the prior written consent of Beneficiary, which may be withheld in Beneficiary's sole and absolute discretion, either voluntarily or involuntarily (a) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred, any part of the Premises, or any interest therein; (b) pledge or otherwise encumber, create or permit to exist any mortgage, deed of trust, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances; or (c) cause or allow any change, subdivision, or consolidation of the legal description and/or tax parcel number of the Premises. Beneficiary has not consented and will not consent to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this Deed of Trust.

2.4 Escrow. After written request from Beneficiary, Grantor shall pay to Beneficiary funds in such amounts and at such times as Beneficiary designates to pay when due (a) annual real estate taxes and assessments on the Premises; (b) all property or hazard insurance premiums on the Premises; and (c) flood insurance premiums, if any, on the Premises. Such payments shall be in addition to any other amounts which may be payable hereunder or under any other Loan Document, and the amount of such payments shall be based upon Beneficiary's estimate, in Beneficiary's sole discretion, of such charges. Upon demand by Beneficiary, Grantor shall pay to Beneficiary such additional sums as may be required by Beneficiary to make up any deficiency in the amount necessary to enable Beneficiary to fully pay when due the actual amount of any of such charges. Interest will not be paid by Beneficiary on any escrowed funds. Escrowed funds may be commingled with other funds of Beneficiary. All escrowed funds are hereby pledged as additional security for the Obligations.

2.5 Taxes, Assessments and Charges. To the extent not paid to Beneficiary under Section 2.4 above, Grantor will pay before they become delinquent all taxes, assessments, fines and other charges now or hereafter levied or assessed against the Premises, against Beneficiary based upon this Deed of Trust or the Obligations secured by this Deed of Trust, or upon Beneficiary's interest in the Premises, and will deliver to Beneficiary receipts showing timely payment.

2.6 Insurance. Grantor will continually insure the Premises, with insurers acceptable to Beneficiary, against such perils or hazards as Beneficiary may require, in amounts not less than the unpaid balance of the Obligations or the full replacement value of the Improvements, whichever is less, with acceptable co-insurance provisions. The policies will contain an agreement by each insurer that the policy will not be terminated or modified without at least thirty (30) days' prior written notice to Beneficiary and will contain a mortgage clause acceptable to Beneficiary; and Grantor will take such other action as Beneficiary may reasonably request to ensure that Beneficiary will receive (subject to no other interests) the insurance proceeds from the Improvements. Grantor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to Beneficiary the proceeds of all such insurance and any premium refund; and authorizes Beneficiary to endorse Grantor's name to effect the same, to make, adjust or settle, in Grantor's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as Beneficiary, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.7 Condemnation. Any compensation received or receivable for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received or receivable as damages for injury to the Premises, or any part thereof, shall be applied in such manner as Beneficiary, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable. Grantor hereby assigns to Trustee, for the benefit of Beneficiary, any claims for compensation for and shall pay to Trustee, for the benefit of Beneficiary, all proceeds received from a taking by eminent domain of all or a part of the Mortgaged Property.

2.8 Assignments. Grantor will not assign, in whole or in part, without Beneficiary's prior written consent, the rents, issues or profits arising from the Premises.

2.9 Right of Inspection. Beneficiary or its agent may at all reasonable times enter and inspect the Premises.

UNOFFICIAL DOCUMENT

2.10 Waivers by Grantor. To the greatest extent that such rights may then be lawfully waived, Grantor hereby agrees for itself and any persons claiming by, through or under Grantor that it will waive and will not, at any time, insist upon or plead or in any manner whatsoever claim or take any benefit or advantage of (a) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafter in force providing for the valuation or appraisement of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) any statute of limitations now or at any time hereafter in force; (d) any right to require marshalling of assets by Beneficiary; or (e) to the extent permitted by law, any law now or at any time hereafter made or enacted granting a right to redeem from foreclosure or any other rights of redemption in connection with foreclosure of, or exercise of any power of sale under, this Deed of Trust.

2.11 Assignment of Rents and Leases. Grantor assigns and transfers to Beneficiary, as additional security for the Obligations, all right, title and interest of Grantor in and to all leases which now exist or hereafter may be executed by or on behalf of Grantor covering the Premises and any extensions or renewals thereof, together with all Rents, it being intended that this is an absolute and present assignment of the Rents. Notwithstanding that this assignment constitutes a present assignment of leases and rents, Grantor may collect the Rents and manage the Premises, but only if and so long as a default has not occurred. If a default occurs, the right of Grantor to collect the Rents and to manage the Premises shall thereupon automatically terminate and such right, together with other rights, powers and authorizations contained herein, shall belong exclusively to Beneficiary. This assignment confers upon Beneficiary a power coupled with an interest and cannot be revoked by Grantor. Upon the occurrence of a default, Beneficiary, at its option without notice and without seeking or obtaining the appointment of a receiver or taking actual possession of the Premises may (a) give notice to any tenant(s) that the tenant(s) should begin making payments under their lease agreement(s) directly to Beneficiary or its designee; (b) commence a foreclosure action and file a motion for appointment of a receiver; or (c) give notice to Grantor that Grantor should collect all Rents arising from the Premises and remit them to Beneficiary upon collection and that Grantor should enforce the terms of the lease(s) to ensure prompt payment by tenant(s) under the lease(s). All Rents received by Grantor shall be held in trust by Grantor for Beneficiary. All such payments received by Beneficiary may be applied in any manner as Beneficiary determines to payments required under this Deed of Trust, the Loan Documents and the Obligations. Grantor agrees to hold each tenant harmless from actions relating to tenant's payment of Rents to Beneficiary.

2.12 Fixture Filing. From the date of its recording, this Deed of Trust shall be effective as a financing statement filed as a fixture filing under the Uniform Commercial Code with respect to the Improvements and for this purpose the name and address of the debtor is the name and address of Grantor as set forth in this Deed of Trust and the name and address of the secured party is the name and address of Beneficiary as set forth in this Deed of Trust. The Mortgaged Property includes goods which are or may become so affixed to real property as to become fixtures.

2.13 Compliance with Leases. Grantor will comply with all terms, covenants and conditions of any lease(s) affecting the Premises. Without limitation of the provisions of section 2.3, Grantor will not enter into or amend any lease affecting any portion of the Premises or accept any prepayment of rent for more than one month in advance, without the prior written consent of Beneficiary.

ARTICLE III. RIGHTS AND DUTIES OF BENEFICIARY

In addition to all other rights (including setoff) and duties of Beneficiary under the Loan Documents which are expressly incorporated herein as a part of this Deed of Trust, the following provisions will also apply:

3.1 Beneficiary Authorized to Perform for Grantor. If Grantor fails to perform any of Grantor's duties or covenants set forth in this Deed of Trust, Beneficiary may perform the duties or cause them to be performed, including without limitation signing Grantor's name or paying any amount so required, and the cost, with interest at the default rate set forth in the Loan Documents, will immediately be due from Grantor to Beneficiary from the date of expenditure by Beneficiary to date of payment by Grantor, and will be one of the Obligations secured by this Deed of Trust. All acts by Beneficiary are hereby ratified and approved, and Beneficiary will not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

ARTICLE IV. DEFAULTS AND REMEDIES

Beneficiary may enforce its rights and remedies under this Deed of Trust upon default. The following shall each constitute a default under this Deed of Trust: (A) Grantor (i) fails to comply with the terms of this Deed of Trust or any other Loan Document to which Grantor is a party, (ii) fails to comply with or defaults on any other mortgage or trust deed affecting the Land or (iii) dies, ceases to exist or becomes the subject of incompetency, bankruptcy or insolvency proceedings; (B) a default occurs under any other Loan Document or under any Obligation; (C) a demand for payment is made under any demand loan secured by this Deed of Trust; or (D) any other obligor fails to

comply with the terms of any Loan Documents for which Grantor has given Beneficiary a guaranty or pledge, or if any other default occurs under the Loan Documents. A default under the Unsecured Real Estate Environmental Indemnity of even date herewith by Grantor or any other Indemnitor identified therein shall also constitute a default under this Deed of Trust. Upon the occurrence of a default, then subject only to any statutes conferring upon Grantor the right to notice and an opportunity to cure and without limitation of Beneficiary's other remedies, Beneficiary may declare the Obligations to be immediately due and payable.

4.1 Remedies. In addition to the remedies for default set forth below and in the other Loan Documents, including acceleration, Beneficiary upon default will have all other rights and remedies for default available by law or equity. Upon a default, Beneficiary may exercise the following remedies:

(a) **Enforcement of Assignment of Rents and Leases.** To the fullest extent permitted by applicable law, Beneficiary may:

(i) terminate the license granted to Grantor to collect the Rents (regardless of whether Beneficiary or Trustee shall have entered into possession of the Mortgaged Property), collect and sue for the Rents in Beneficiary's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees, apply the net proceeds thereof to any Obligations as Beneficiary may elect;

(ii) make, modify, enforce, cancel or accept surrender of any leases, evict tenants, adjust Rents, maintain, decorate, refurbish, repair, clean, and make space ready for renting, and otherwise do anything Beneficiary reasonably deems advisable in connection with the Mortgaged Property;

(iii) apply the Rents so collected to the operation and management of the Mortgaged Property, including the payment of reasonable management, brokerage and attorneys' fees, or to the Obligations; and

(iv) require Grantor to transfer and deliver possession of all security deposits and records thereof to Beneficiary.

(b) **Power of Sale.** Beneficiary may require Trustee, and Trustee is hereby authorized and empowered, to enter and take possession of the Premises and to sell all or part of the Mortgaged Property, at public auction, to the highest bidder for cash or such equivalent form of payment as may be permitted by applicable law, free from equity of redemption, and any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, after giving notice of the time, place and terms of such sale and of the Mortgaged Property to be sold, by advertising the sale of the property in such manner and at such times as may be required by applicable law. Trustee shall execute a conveyance to the purchaser conveying to the purchaser all the right, title and interest in the real and personal property sold at Trustee's sale which Grantor had or had power to convey at the time of execution of this Deed of Trust and such right, title and interest therein as Grantor may have thereafter acquired, and Trustee shall deliver possession to the purchaser, which Grantor warrants shall be given without obstruction, hindrance or delay. To the extent permitted by applicable law, Trustee may sell all or any portion of the Mortgaged Property, together or in lots or parcels, and may execute and deliver to the purchaser or purchasers of such property a conveyance as described above. Trustee shall receive the proceeds thereof and shall apply the same as follows: (a) first, the expense of the sale, including a reasonable charge by Trustee and by his or her attorneys; (b) second, to the payment of the Obligations herein secured, in such order as Beneficiary shall elect, and to the extent permitted by applicable law any balance of said Obligations may be the subject of immediate suit; and (c) third, should there be any surplus, Trustee will deposit such surplus, if any, less the clerk's filing fee, with the clerk of the superior court of the county in which the sale took place. To the extent permitted by applicable law, the sale or sales by Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sales under such power until the whole of the Mortgaged Property shall be sold; and if the proceeds of such sale or sales of less than the whole of the Premises shall be less than the aggregate of the Obligations and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property; provided, however, that Grantor shall never have any right to require the sale or sales of less than the whole of the Mortgaged Property, but Beneficiary shall have the right at its sole election, to request Trustee to sell less than the whole of the Mortgaged Property. Beneficiary may bid and become the purchaser of all or any part of the Mortgaged Property at any such sale, and the amount of Beneficiary's successful bid may be credited on the Obligations.

(c) **Judicial and Other Relief.** Beneficiary or Trustee may proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution

UNOFFICIAL DOCUMENT

of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction.

(d) **Entry on Premises; Tenancy at Will.**

(i) Beneficiary may enter into and upon and take possession of all or any part of the Mortgaged Property, and may exclude Grantor, and all persons claiming under Grantor, and its agents or servants, wholly or partly therefrom; and, holding the same, Beneficiary may use, administer, manage, operate, and control the Mortgaged Property and may exercise all rights and powers of Grantor in the name, place and stead of Grantor, or otherwise, as Beneficiary shall deem best; and in the exercise of any of the foregoing rights and powers Beneficiary shall not be liable to Grantor for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of Beneficiary.

(ii) In the event of a trustee's or other foreclosure sale hereunder and if at the time of such sale Grantor or any other party (other than a tenant under a Lease as to which Beneficiary shall have expressly subordinated the lien of this Deed of Trust as hereinabove set out) occupies the portion of the Mortgaged Property so sold or any part thereof, such occupant shall on the twentieth day after the sale become the tenant of the purchaser at such sale, which tenancy, unless otherwise required by applicable law, shall be a tenancy from day to day, terminable at the will of such purchaser, at a reasonable rental per day based upon the value of the portion of the Premises so occupied (but not less than any rental theretofore paid by such tenant, computed on a daily basis). An action of forcible detainer shall lie if any such tenant holds over a demand in writing for possession of such portion of the Premises.

(e) **Receiver.** Beneficiary may make application to a court of competent jurisdiction, as a matter of strict right and without notice to Grantor or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, for appointment of a receiver of the Mortgaged Property, and Grantor does hereby irrevocably consent to such appointment. Any such receiver shall have all necessary and proper powers and duties of receivers in similar cases, including without limitation the full power (i) to rent, maintain and otherwise operate the Mortgaged Property, and (ii) to take other action permitted by law, all upon such terms as may be approved by the court.

(f) **Remedies Cumulative, Concurrent and Nonexclusive.** If the Obligations are now or hereafter further secured by chattel mortgages, other deeds of trust, security agreements, pledges, contracts of guaranty, assignments of leases, or other security, then to the fullest extent permitted by applicable law, Beneficiary may, at its option, exhaust its remedies under any one or more of said instruments and this Deed of Trust, either concurrently or independently, and in such order as Beneficiary may determine. To the fullest extent permitted by applicable law, same (a) shall be cumulative, concurrent, and nonexclusive, (b) may be pursued separately, successively or concurrently against Grantor or others obligated for the Obligations, or any part thereof or against any one or more of them, or against the Mortgaged Property, at the sole discretion of Beneficiary, and (c) may be exercised as often as occasion therefor shall arise, it being agreed by Grantor that the exercise of or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse.

(g) **Waiver by Beneficiary.** Beneficiary may permit Grantor to attempt to remedy any default without waiving its rights and remedies hereunder, and Beneficiary may waive any default without waiving any other subsequent or prior default by Grantor. Furthermore, delay on the part of Beneficiary in exercising any right, power or privilege hereunder or at law will not operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension will be deemed to have occurred unless Beneficiary has expressly agreed in writing specifying such waiver or suspension.

(h) **Uniform Commercial Code.** Beneficiary shall have all additional rights and remedies as provided under the Uniform Commercial Code, as amended and as applicable.

ARTICLE V. TRUSTEE

5.1 Action by Trustee. Trustee named herein shall be clothed with full power to act when action hereunder shall be required, and to execute any conveyance of the Mortgaged Property. In the event that the substitution of Trustee shall become necessary for any reason, the substitution of a trustee in the place of that named herein shall be sufficient. The term "Trustee" shall be construed to mean "Trustees" whenever the sense requires. The necessity of Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

UNOFFICIAL DOCUMENT

5.2 Employment of Agents. Trustee, or any one acting in its stead, shall have, in its discretion, authority to employ all property agents and attorneys in the execution of this trust and/or in the conducting of any sale made pursuant to the terms hereof, and to pay for such services rendered out of the proceeds of the sale of the Mortgaged Property, should any be realized; and if no sale be made or if the proceeds of sale be insufficient to pay the same, then, to the fullest extent permitted by applicable law, Grantor hereby undertakes and agrees to pay the cost of such services rendered to said Trustee. Trustee may rely on any document believed by it in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon.

5.3 Indemnification of Trustee. If Trustee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Trustee or Beneficiary under this Deed of Trust, Trustee and Beneficiary shall be reimbursed by Grantor, immediately and without demand, for all reasonable costs, charges and attorneys' fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the Mortgaged Property.

5.4 Successor Trustee. In the event of the death, refusal, or of inability for any cause, on the part of Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to Beneficiary, Beneficiary is authorized, either in its own name or through an attorney or attorneys in fact appointed for that purpose, by written instrument duly recorded, to name, substitute and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been recorded in each county in which the Land is located, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid. Any successor Trustee may be replaced, at the option of Beneficiary, by the original Trustee or a successor Trustee previously replaced, each such substitution to be made as herein provided.

ARTICLE VI. ADDITIONAL TERMS

The warranties, covenants, conditions and other terms described in this Section are incorporated into this Deed of Trust.

6.1 Compliance with Laws & Restrictions. All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Grantor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements.

6.2 Accuracy of Information. All information, certificates or statements given to Beneficiary by or on behalf of Grantor in connection with or pursuant to any of the Loan Documents or the loan facility evidenced thereby will be true and complete when given.

6.3 Common Interest Community Provisions.

(a) Grantor shall timely perform all of Grantor's obligations under all laws and documents establishing or governing the condominium, horizontal property regime or common interest community of which the Premises is a part ("**Condominium**") or the Condominium's Owner's Association ("**Owners Association**"), including without limitation any condominium declaration, horizontal property declaration, master deed, articles of incorporation or bylaws of the Condominium or the Owners Association ("**Condominium Documents**"), and shall pay, when due, all dues and assessments imposed pursuant to the Condominium Documents.

(b) Grantor shall take reasonable actions to ensure that the Owners Association maintains public liability and hazard insurance policies acceptable in form, amount and extent of coverage acceptable to Beneficiary. Grantor shall give Beneficiary prompt notice of any lapse in required insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following loss to the Premises, whether to a Unit or Units or to common elements, any proceeds payable to Grantor shall be paid to Beneficiary for application to the Note, with any excess paid to Grantor.

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

(c) Compensation to be paid Beneficiary for a taking of the Premises as provided in Deed of Trust includes any compensation paid for the Premises, whether for the Unit(s) or for any common elements.

(d) Grantor shall not, except after notice to Beneficiary and with Beneficiary's prior written consent:

(1) Partition or subdivide the Premises or consent to a change in the undivided percentage interest in, or a conveyance of, the common elements appertaining to the Unit(s);

(2) Consent to the abandonment or termination of the Condominium, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation;

(3) Consent to any amendment to any provision of the Condominium Documents; or

(4) Consent to any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Beneficiary.

(e) Grantor irrevocably appoints Beneficiary as proxy, with full power of substitution and revocation, for the term of Deed of Trust, upon the occurrence of any event of default to exercise Grantor's rights to attend meetings, vote, consent to and/or take any action with respect to the Condominium or the Owners Association as fully as Grantor might do. Beneficiary has not and is not assuming any obligation of Grantor with respect to the Condominium. Beneficiary shall not have any liability to Grantor for any vote cast by Beneficiary or for any failure by Beneficiary to cast a vote and Grantor releases Beneficiary from any such liability.

ARTICLE VII. MISCELLANEOUS

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Deed of Trust, the following provisions will also apply:

7.1 Term of Deed of Trust. This Deed of Trust shall continue in full force and effect until the Mortgaged Property has been reconveyed by Trustee.

7.2 Time of the Essence. Time is of the essence with respect to payment of the Obligations, the performance of all covenants of Grantor and the payment of taxes, assessments, and similar charges and insurance premiums.

7.3 Subrogation. Beneficiary will be subrogated to the lien of any deed of trust, mortgage or other lien discharged, in whole or in part, by the proceeds of the Note or other advances by Beneficiary, in which event any sums otherwise advanced by Beneficiary shall be immediately due and payable, with interest at the default rate set forth in the Loan Documents from the date of advance by Beneficiary to the date of payment by Grantor, and will be one of the Obligations secured by this Deed of Trust.

7.4 Choice of Law. Creation, perfection, priority, enforcement and foreclosure of this Deed of Trust and the liens and remedies hereunder will be governed by the laws of the state in which the Mortgaged Property is located. For all other purposes, the choice of law specified in the Loan Documents will govern.

7.5 Severability. Invalidity or unenforceability of any provision of this Deed of Trust shall not affect the validity or enforceability of any other provision.

7.6 Copies; Entire Agreement; Modification; Demand Obligations. Grantor hereby acknowledges the receipt of a copy of this Deed of Trust, together with a copy of each promissory note secured hereby, and all other documents executed by Grantor in connection herewith. This Deed of Trust is intended by Grantor and Beneficiary as a final expression of this Deed of Trust and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Deed of Trust. No parol evidence of any nature shall be used to supplement or modify any terms.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS DEED OF TRUST SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS DEED OF TRUST MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER LOAN DOCUMENTS NOW IN EFFECT BETWEEN GRANTOR AND BENEFICIARY. A MODIFICATION OF ANY LOAN DOCUMENT NOW IN EFFECT BETWEEN GRANTOR AND BENEFICIARY, WHICH OCCURS AFTER RECEIPT BY GRANTOR OF

THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH LOAN DOCUMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

IN THE EVENT ANY OF THE OBLIGATIONS SECURED HEREBY IS PAYABLE UPON DEMAND, NEITHER THIS DEED OF TRUST NOR ANYTHING CONTAINED HEREIN SHALL BE DEEMED TO ALTER, LIMIT, OR OTHERWISE IMPINGE UPON THE DEMAND CHARACTER OF SUCH OBLIGATIONS.

7.7 **Further Assurances.** Grantor shall promptly correct any defect or error that may be discovered in any Loan Document or in the execution, acknowledgment or recordation of any Loan Document. Promptly upon request by Beneficiary, Grantor also shall do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register, any and all deeds, conveyances, mortgages, deeds of trust, trust deeds, assignments, estoppel certificates, financing statements and continuations thereof, notices of assignment, transfers, certificates, assurances and other instruments, and must take or cause to be taken such further actions, that may be required by law or by Beneficiary, all in form and substance satisfactory to Beneficiary in its sole discretion and all at the expense of Grantor: (a) to carry out more effectively the purposes of the Loan Documents; (b) to perfect and maintain the validity, effectiveness and priority of any security interests intended to be created by the Loan Documents; (c) to better assure, convey, grant, assign, transfer, preserve, protect and confirm the rights granted or intended to be granted to Beneficiary in connection with any Loan Document; and (d) to carry out the intention or facilitate the performance of the provisions of any Loan Document. Grantor shall furnish to Beneficiary evidence satisfactory to Beneficiary of every such recording, filing or registration.

7.8 **Joint Liability; Successors and Assigns.** If there is more than one Grantor, the liability of Grantors will be joint and several, and the reference to "Grantor" shall be deemed to refer to each Grantor and to all Grantors. The rights, options, powers and remedies granted in this Deed of Trust and the other Loan Documents shall extend to Beneficiary and to its successors and assigns, shall be binding upon Grantor and its successors and assigns, and shall be applicable hereto and to all renewals, amendments and/or extensions hereof.

7.9 **Indemnification.** Except for harm arising from Beneficiary's or Trustee's willful misconduct, Grantor hereby indemnifies and agrees to defend and hold Beneficiary and Trustee harmless from any and all losses, costs, damages, claims and expenses (including, without limitation, reasonable attorneys' fees and expenses) of any kind suffered by or asserted against Beneficiary or Trustee relating to claims by third parties arising out of the financing provided under the Loan Documents or related to the Mortgaged Property excepting Beneficiary's failure to perform its obligations under the Real Estate Environmental Indemnity Agreement or the exercise by Beneficiary or Trustee of any of their respective powers, rights and remedies under this Deed of Trust. To the fullest extent permitted by applicable law, this indemnification and hold harmless provision will survive the termination of the Loan Documents and the satisfaction of this Deed of Trust and Obligations due Beneficiary.

7.10 **Notices.** Except as otherwise provided by applicable law, notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the internet, or (f) when personally delivered.

7.11 **Expenses and Attorneys' Fees.** To the extent permitted by applicable law and in addition to those costs and expenses payable under the Loan Documents, all costs, receiver, trustee and reasonable attorneys' fees and other disbursements (including, without limitation, costs of procuring title commitments, title insurance, title searches, appraisals, environmental tests, reports and audits) incurred in connection with the preparation, administration, execution, defense, collection (pre and post judgment) and foreclosure of this Deed of Trust, whether incurred before or after commencement of litigation or at trial, on appeal or in any other proceeding, may be recovered by Beneficiary and included in any sale made hereunder or by judgment of foreclosure.

7.12 **Release of Rights of Dower, Homestead and Distributive Share.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

7.13 **Usury Savings Clause.** Notwithstanding anything herein or in the Note to the contrary, no provision contained herein or in the Note which purports to obligate Grantor to pay any amount of interest or any fees, costs or expenses which are in excess of the maximum permitted by applicable law, shall be effective to the extent that it calls for the payment of any interest or other sums in excess of such maximum. All agreements between Grantor and Beneficiary, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand for payment of or acceleration of the maturity of any of the indebtedness secured hereby or otherwise, shall the interest contracted for, charged or received by Beneficiary exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

would otherwise be payable to Beneficiary in excess of the maximum lawful amount, the interest payable to Beneficiary shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance Beneficiary shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall at Beneficiary's option, be refunded to Grantor or be applied to the reduction of the principal balance of the indebtedness secured hereby and not to the payment of interest or, if such excessive interest exceeds the unpaid balance of principal indebtedness secured hereby, such excess shall be refunded to Grantor. This paragraph shall control all agreements between Grantor and Beneficiary.

7.14 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, GRANTOR AND BENEFICIARY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THIS DEED OF TRUST, THE OBLIGATIONS THEREUNDER, THE MORTGAGED PROPERTY OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. GRANTOR AND BENEFICIARY EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

7.15 Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Deed of Trust, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed this Deed of Trust on the date shown in the notarial acknowledgment, effective as of September 5, 2025.

GRANTOR:
RADOSEVICH BROTHERS LLC
a/an **Washington Limited Liability Company**

By: _____
Name and Title: **Jonathan M Radosevich, Member and Manager**

GRANTOR ADDRESS: 2306 13th Ave S, Seattle, WA 98144

BENEFICIARY ADDRESS: 1850 Osborn Ave, Oshkosh, WI 54902

STATE OF Washington)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that **Jonathan M Radosevich** is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the **Member and Manager** of **RADOSEVICH BROTHERS LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 09/06/2025

(Seal or Stamp)

AMY COLLORA
Notary Public
State of Washington
Commission # 20111407
My Comm. Expires Aug 23, 2028

_____
Printed Name: Amy Collora
Title: Notary Public
My appointment expires: 08/23/2028

UNOFFICIAL DOCUMENT

EXHIBIT A TO DEED OF TRUST
(Legal Description)

Grantor: RADOSEVICH BROTHERS LLC, a Washington Limited Liability Company

Trustee: U.S. Bank Trust Company, National Association

Beneficiary: U.S. Bank National Association

Legal Description of Land:

The Land referred to herein below is situated in the County of Skagit, State of Washington and is described as follows:

Units A, B, C, D, E and F, of "Sedro Woolley Townhouse Condominium" according to Survey Map and Set of Plans, recorded August 2, 1994, Under Auditor's file No. 9408020029, records of Skagit County, Washington; and according to Condominium Declaration recorded August 2, 1994 under Auditor's File No. 9408020030, records of Skagit County, Washington, and being a portion of Lots 3 and 4, Block 48, "First Addition to the Town of Sedro in Skagit County, Washington," as per Plat recorded in Volume 3 of Plats, Page 29, Records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Vested as: Radosevich Brothers LLC, a Washington Limited Liability Company

Also known as: 105 Warner St A-F, Sedro-Woolley, Washington 98284