

Return After Filing to:  
OM5SGL LLC  
8835 NE 176th St  
Bothell, WA 98011

## DEED OF TRUST AND ASSIGNMENT OF RENTS

(Washington — RCW 61.24)

Chicago Title  
Commercial Services 620062903

**Document Title(s):** Deed of Trust and Assignment of Rents

**Grantor(s):** SKAGIT VIEW APARTMENTS LLC, a Washington limited liability company

**Grantee(s) / Beneficiary:** OM5SGL LLC, a Washington limited liability company

**Trustee:** Sharon Mittelman

**Abbreviated Legal:** Ptn. Lots 5, 6 and 7, Block 1, Everett's Garden Tracts, Supplemental Addition to Cement City, Vol. 3 of Plats, Page 77, Skagit County, WA

**Tax Parcel Number(s):** P70864 / 4062-001-006-0009

**Assessor's Property Tax Parcel / Account Number:** P70864

**Reference Number(s) of Related Documents:** Promissory Note dated August 3, 2026

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS ("this Security Instrument") is made as of August 3, 2026, among:

- (a) **Grantor / Borrower:** SKAGIT VIEW APARTMENTS LLC, a Washington limited liability company ("Borrower" or "Grantor"), whose mailing address is 801 2nd Street, Mukilteo, Washington 98275;
- (b) **Trustee:** Sharon Mittelman ("Trustee"), whose address is 8835 NE 176th Street, Bothell, Washington 98011; and
- (c) **Beneficiary / Lender:** OM5SGL LLC, a Washington limited liability company, and its successors and/or assigns ("Lender" or "Beneficiary"), whose address is 8835 NE 176th Street, Bothell, Washington 98011.

### 1. CONVEYANCE IN TRUST

Borrower irrevocably grants, bargains, sells, and conveys to Trustee, in trust, with power of sale, the real property described in Exhibit A attached hereto and incorporated by reference (the "Property"), together with:

- (a) all buildings, improvements, fixtures, and appurtenances now or hereafter located on the Property;
- (b) all easements, rights, privileges, rents, issues, profits, and royalties pertaining to the Property;
- (c) all replacements and additions; and
- (d) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including insurance and condemnation proceeds.

The Property Address is: 46346 State Route 20, Concrete, Washington 98237. Tax Parcel: P70864 / 4062-001-006-0009. County: Skagit. State: Washington.

TO HAVE AND TO HOLD the Property unto Trustee and Trustee's successors in trust, forever, subject to the terms of this Security Instrument.

## **2. OBLIGATION SECURED; FUTURE ADVANCES**

The Note provides for an obligation of \$1.7 million as more fully set forth in the Note.

Borrower acknowledges that the maximum principal secured hereby is \$1,700,000.00, plus interest, fees, costs of enforcement, and protective advances as provided herein and in the Note.

## **3. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note, and any prepayment, late charges, default interest, origination fee, and other charges due under the Note. Borrower may prepay principal in whole or in part without prepayment charge, as provided in the Note. Payments shall be applied as provided in the Note.

## **4. FUNDS FOR TAXES AND INSURANCE (OPTIONAL ESCROW)**

Upon written request of Lender after any Event of Default, or if required by Applicable Law, Borrower shall pay to Lender on the day monthly interest payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of: (a) yearly taxes and assessments that may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; and (c) yearly hazard or property insurance premiums. Unless an Event of Default exists, Lender shall not unreasonably require escrow if Borrower timely pays taxes and insurance and provides proof within fifteen (15) days after Lender's written request. Lender shall apply Funds to pay said amounts and shall not charge for holding and applying Funds, annually analyzing the escrow account, or verifying taxes and insurance, unless Applicable Law permits. If Funds are insufficient, Borrower shall pay any deficiency within thirty (30) days of written notice. Upon full payment of all sums secured, Lender shall promptly refund any excess Funds to Borrower.

## **5. CHARGES; LIENS**

Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly discharge any lien that has priority over this Security Instrument unless Borrower: (a) agrees in writing to pay the obligation secured by the lien in a manner acceptable to Lender; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings that operate to prevent enforcement or forfeiture; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien that may attain priority over this Security Instrument, Lender may give Borrower notice identifying the lien. Within fifteen (15) days of such notice, Borrower shall satisfy the lien or take one of the actions set forth above.

## **6. PROPERTY INSURANCE**

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including floods for which Lender requires insurance, for the replacement cost of the improvements (or such lesser amount as Lender may approve in writing). The insurance carrier and form shall be reasonably acceptable to Lender. All insurance policies and renewals shall include a standard mortgagee clause in favor of Lender. Borrower shall provide Lender with evidence of insurance upon request and at least fifteen (15) days before any policy expires.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's reasonable satisfaction; provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for repairs and restoration in a reasonable manner, including progress payments. If restoration is not economically feasible or Lender's security would be lessened, insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with excess paid to Borrower. If Borrower abandons the Property, or fails to respond within thirty (30) days to a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect and apply proceeds to repair/restoration or to the sums secured, at Lender's option.

If Borrower fails to maintain required insurance, Lender may obtain insurance coverage at Lender's option and at Borrower's expense. Any amounts disbursed by Lender under this Section shall become additional debt of Borrower secured by this Security Instrument, bear interest at the Note rate (or default rate if an Event of Default then exists) from the date of disbursement, and be payable upon notice from Lender.

#### **7. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; INSPECTIONS**

Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in good repair and shall not commit waste or permit impairment or deterioration. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's reasonable judgment could result in forfeiture of the Property or otherwise materially impair the lien of this Security Instrument. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that precludes forfeiture. Lender or its agent may make reasonable entries upon and inspections of the Property with reasonable notice (except in emergency). Lender may inspect interior of improvements only with reasonable notice and at reasonable times, or upon emergency.

#### **8. PROTECTION OF LENDER'S INTEREST IN THE PROPERTY AND RIGHTS UNDER THIS SECURITY INSTRUMENT**

If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that may attain priority over this Security Instrument, or to enforce laws or regulations); or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, appearing in court, paying reasonable attorneys' fees, and paying any sums secured by a lien that has priority over this Security Instrument. Although Lender may take action under this Section, Lender does not have to do so and is not under any duty or obligation to do so. Any amounts disbursed by Lender under this Section shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate (or default rate if an Event of Default exists) from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

#### **9. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION**

Borrower absolutely and unconditionally assigns and transfers to Lender all rents, issues, and profits of the Property ("Rents"), including those now due, past due, or to become due, subject to the license below. This assignment is intended to be an absolute assignment, not merely a pledge. Borrower grants to Lender the right to enter upon and take possession of the Property, manage and operate it, collect Rents, and apply Rents as provided below, upon an Event of Default. Until an Event of Default, Borrower has a revocable license to collect and retain Rents as they

become due. Upon an Event of Default, the license terminates automatically, and Lender may collect Rents without taking possession, without court order (to the extent permitted by Applicable Law), and without becoming a mortgagee-in-possession except as required by law. Lender may also seek appointment of a receiver. Rents collected shall be applied in the following order: (1) costs of collection and reasonable property management; (2) taxes, assessments, and insurance; (3) operating expenses of the Property; (4) amounts due under the Note and this Security Instrument; and (5) any remainder to Borrower, subject to Lender's rights. This assignment of Rents continues until this Security Instrument is reconveyed or the Property is sold at a trustee's sale or otherwise as provided by law.

#### **10. CONDEMNATION**

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of monthly payments or change the amount of such payments.

#### **11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER**

Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor or refuse to extend time for payment or otherwise modify amortization by reason of any demand made by the original Borrower or Borrower's successors. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or successors in interest or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

#### **12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS**

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing only to mortgage, grant, and convey the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Security Instrument or the Note without that co-signer's consent.

#### **13. LOAN CHARGES**

If a law applicable to this loan and setting maximum loan charges is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

#### **14. NOTICES**

All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice

address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

#### **15. GOVERNING LAW; SEVERABILITY; RULES OF CONSTRUCTION**

This Security Instrument shall be governed by federal law and the law of the State of Washington. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. As used herein: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

#### **16. BORROWER'S COPY**

Borrower shall be given one conformed copy of the Note and of this Security Instrument.

#### **17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER (DUE-ON-SALE)**

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Transfers among existing members of Borrower, or to an entity wholly owned and controlled by Michael T. Dahl, shall not constitute a default under this Section if: (a) Borrower gives Lender at least fifteen (15) days' prior written notice; (b) the transfer does not impair Lender's security; and (c) any personal guaranty of the Note remains in full force. If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower (except as required by Applicable Law).

#### **18. BORROWER'S RIGHT TO REINSTATE AFTER ACCELERATION**

If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five (5) days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (1) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (2) cures any default of any other covenants or agreements; (3) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (4) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such

reinstatement sums and expenses in one or more of the following forms, as selected by Lender: cash, money order, cashier's check, certified check, or electronic funds transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17 (due-on-sale) to the extent Applicable Law so provides.

#### **19. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE**

The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change as required by Applicable Law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with Section 14) of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action. The notice of acceleration and opportunity to cure under Section 20 and the notice of acceleration under Section 17 satisfy this notice-and-cure requirement.

#### **20. EVENTS OF DEFAULT; ACCELERATION; REMEDIES**

Each of the following shall constitute an "Event of Default":

- (a) Borrower fails to pay any amount due under the Note or this Security Instrument when due, and such failure continues for ten (10) calendar days after the due date (consistent with the late-charge / default-interest trigger in the Note);
- (b) Borrower fails to perform any other covenant or agreement in the Note or this Security Instrument, and such failure continues for thirty (30) days after written notice from Lender specifying the default (or, if the default cannot reasonably be cured within thirty (30) days, Borrower fails to commence cure within thirty (30) days and diligently pursue cure to completion within ninety (90) days);
- (c) any representation or warranty by Borrower in connection with the loan is materially false or misleading when made;
- (d) a receiver, liquidator, or trustee of Borrower or of any of its property is appointed, or Borrower is adjudicated bankrupt or insolvent, or any petition for bankruptcy, reorganization, or arrangement pursuant to federal bankruptcy law is filed by or against Borrower (and, if involuntary, is not dismissed within sixty (60) days);
- (e) the Property is abandoned, or waste occurs that materially impairs Lender's security and is not cured within the period in (b); or
- (f) a transfer occurs in violation of Section 17 and is not cured as provided therein.

If an Event of Default exists, Lender may give Borrower notice of default and of Lender's intent to accelerate, stating: (i) the default; (ii) the action required to cure; (iii) a date not less than thirty (30) days from the date the notice is given by which the default must be cured (except that for monetary defaults under (a), the cure period shall be not less than ten (10) days from the notice, or such longer period as the Note or Applicable Law requires); and (iv) that failure to cure on or before the date specified may result in acceleration and sale of the Property. If the default is not cured on or before the date specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by

Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an Event of Default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded and given in the manner prescribed by Applicable Law, including without limitation Chapter 61.24 of the Revised Code of Washington (Deed of Trust Act), as amended. Trustee shall give public notice of sale and shall sell the Property according to Applicable Law. Trustee may sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser a Trustee's Deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it (including Borrower to the extent of Borrower's interest).

Borrower requests that a copy of any Notice of Default and any Notice of Sale be mailed to Borrower at the address set forth in Section 14.

## **21. HAZARDOUS SUBSTANCES**

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property in violation of Environmental Law, except for ordinary quantities of consumer products used and stored in compliance with Environmental Law. Borrower shall not do, and shall not allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) that creates a condition that is significantly injurious to health or the environment, or (c) that requires cleanup under Environmental Law. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. "Hazardous Substances" and "Environmental Law" have the meanings commonly given under applicable federal and Washington environmental statutes and regulations. Nothing herein shall create any obligation of Borrower for conditions existing prior to Borrower's ownership to the extent Borrower did not cause or contribute to them, except to the extent required by Environmental Law.

## **22. RECONVEYANCE**

Upon payment of all sums secured by this Security Instrument and performance of all other obligations secured hereby, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance. Lender shall not unreasonably delay or condition reconveyance after full payment. Partial reconveyance of a portion of the Property may be granted only with Lender's prior written consent, which may be conditioned on partial principal paydown and other reasonable terms.

## **23. SUBSTITUTE TRUSTEE**

Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee, and Borrower, the book and page or auditor's file number where this Security Instrument is recorded, and the name and address of the successor

trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers, and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

#### **24. USE OF PROPERTY**

The Property is not used principally for agricultural or farming purposes. The Property is intended for multi-family residential rental / investment use. Borrower shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property.

#### **25. CONSTRUCTION ADVANCES; INSPECTIONS**

With respect to construction or rehabilitation draws under the Note: (a) each draw request shall be accompanied by such invoices, photos, lien waivers, inspections, or other proof of progress as Lender may reasonably require; (b) Lender may inspect the Property before funding any draw; (c) Lender has no obligation to advance any draw if an Event of Default exists or if, in Lender's reasonable judgment, the remaining undisbursed funds are insufficient to complete the contemplated work free and clear of mechanics' liens; (d) Borrower shall use draw proceeds solely for the Property-related purposes described in the draw request; and (e) nothing in this Section obligates Lender to supervise construction or ensure its quality, which remains Borrower's sole responsibility. Lender's funding of a draw is not a waiver of any default or an acknowledgment that work is free of defects.

#### **26. LENDER'S COVENANTS TO BORROWER (BALANCE AND FAIR DEALING)**

Without limiting Applicable Law, Lender agrees: (a) to accept prepayments as provided in the Note without prepayment penalty; (b) to provide payoff statements in writing within a reasonable time after written request (and in any event within the time required by Applicable Law); (c) not to unreasonably withhold, condition, or delay consent required under this Security Instrument where consent may not be unreasonably withheld; (d) to apply payments in accordance with the Note; (e) to request reconveyance promptly after full satisfaction; (f) that any protective advances or force-placed insurance shall be commercially reasonable; and (g) to conduct any enforcement, including nonjudicial foreclosure under RCW 61.24, in accordance with Applicable Law, including required notices and Borrower's reinstatement rights.

#### **27. WAIVERS**

Borrower waives all rights of homestead exemption in the Property to the extent permitted by Applicable Law with respect to the debt secured hereby. Borrower waives any right to require marshalling of assets. No waiver by Lender of any default shall be a waiver of any other or subsequent default. Any waiver must be in writing signed by Lender to be effective.

#### **28. TIME OF ESSENCE**

Time is of the essence of each provision of this Security Instrument and the Note.

#### **29. ENTIRE AGREEMENT; MODIFICATION**

This Security Instrument and the Note (and any personal guaranty executed in connection therewith) contain the entire agreement of the parties regarding the security for the loan. No modification of this Security Instrument shall be effective unless in writing and signed by the party against whom enforcement is sought. In the event of conflict between this Security Instrument and the Note regarding payment terms, the Note controls; regarding security, remedies, and title matters, this Security Instrument controls.

#### **30. REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust, or other encumbrance with a lien that has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth above, of any default under the superior encumbrance and of any sale or other foreclosure action.

**31. ORAL AGREEMENTS DISCLAIMER (RCW 19.36.140)**

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

**GRANTOR / BORROWER:**

*Michael T. Dahl*

SKAGIT VIEW APARTMENTS LLC  
a Washington limited liability company

By: Michael T. Dahl, Manager

Date: 08/04/2026

\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF PIERCE

I certify that I know or have satisfactory evidence that Michael T. Dahl is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Manager of SKAGIT VIEW APARTMENTS LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 08/04/2026

*Kristi Ann Pond*

Notary Public Signature

Print Name: Kristi Ann Pond

Notary Public in and for the State of Washington

My commission expires: 09/09/2028

(Seal / Stamp) Reside in Pierce county

Notarized remotely online using communication technology via Proof.

KRISTI ANN POND  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION # 103642  
COMMISSION EXPIRES 09/09/2028

**LENDER / BENEFICIARY ACKNOWLEDGMENT (optional but recommended):**

Lender acknowledges this Security Instrument and agrees to the covenants of Lender set forth in Section 26.

OM5SGL LLC

a Washington limited liability company

By: \_\_\_\_\_, its \_\_\_\_\_

Date: 8/5/2026

**TRUSTEE ACCEPTANCE:**

The undersigned Trustee accepts this trust when this Security Instrument, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party of a pending sale under any other deed of trust or of any action or proceeding in which Borrower, Lender, or Trustee is a party unless required by Applicable Law or unless the action or proceeding is brought by Trustee.

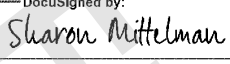
DocuSigned by:  
  
 Trustee Name / Authorized Signatory  
 Date: 8/5/2026

**EXHIBIT A****LEGAL DESCRIPTION**

Attached to and made a part of Deed of Trust and Assignment of Rents  
dated August 3, 2026, SKAGIT VIEW APARTMENTS LLC to OM5SGL LLC

**Property Address:** 46346 State Route 20, Concrete, WA 98237

**Tax Parcel Number:** P70864 / 4062-001-006-0009

**Legal Description:**

(0.4946 ac) THAT PORTION OF LOT 6, BLOCK 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO CEMENT CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEEDS RECORDED AUGUST 23, 1960, AND SEPTEMBER 20, 1971, UNDER AUDITOR'S FILE NUMBERS 597903 AND 758257, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF LOT 5, BLOCK 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO THE TOWN OF CEMENT CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEEDS RECORDED AUGUST 23, 1960, AND SEPTEMBER 20, 1971, UNDER AUDITOR'S FILE NUMBERS 597903 AND 758257, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE MONUMENT, MARKING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1 OF SAID PLAT, SAID MONUMENT BEING DESCRIBED BY THE RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NUMBER 202011030187, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 7°05'00" EAST 150.06 FEET TO THE MONUMENT MARKING THE SOUTHEAST CORNER OF LOT 5 OF SAID PLAT PER SAID SURVEY; THENCE CONTINUE NORTH 7°05'00" EAST 86.76 FEET ALONG THE EAST LINE OF SAID LOT 5; THENCE NORTH 75°07'43" WEST 73.53 FEET TO THE TRUE POINT OF BEGINNING OF THIS PORTION; THENCE CONTINUE NORTH 75°07'43" WEST 47.24 FEET; THENCE SOUTH 14°52'59" WEST 22.33 FEET; THENCE NORTH 74°38'57" WEST 2.34 FEET TO THE WEST LINE OF SAID LOT 5 PER SAID SURVEY; THENCE NORTH 7°05'00" EAST 114.80 FEET ALONG THE WEST LINE OF SAID LOT 5 TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF STATE ROUTE 20 PER SAID SURVEY; THENCE SOUTH 75°32'03" EAST ALONG SAID MARGIN 52.58 FEET; THENCE SOUTH 7°05'00" WEST 92.66 FEET TO THE TRUE POINT OF BEGINNING OF THIS PORTION.

ALSO TOGETHER WITH THAT PORTION OF LOT 7, BLOCK 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO THE TOWN OF CEMENT CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEEDS RECORDED AUGUST 23, 1960, AND SEPTEMBER 20, 1971, UNDER AUDITOR'S FILE NUMBERS 597903 AND 758257, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE MONUMENT, MARKING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1 OF SAID PLAT, SAID MONUMENT BEING DESCRIBED BY THE RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NUMBER 202011030187, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 7°05'00" EAST 150.06 FEET TO THE MONUMENT MARKING THE SOUTHEAST CORNER OF LOT 5, BLOCK 1 OF SAID PLAT PER SAID SURVEY; THENCE NORTH 82°55'00" WEST 250 FEET TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 1 OF SAID PLAT PER SAID SURVEY; THENCE NORTH 7°05'00" EAST 99.50 FEET ALONG THE EAST LINE OF SAID LOT 7 PER SAID SURVEY TO THE TRUE POINT OF BEGINNING OF THIS PORTION; THENCE CONTINUE NORTH 7°05'00" EAST ALONG SAID EAST LINE 112.83 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF STATE ROUTE 20 PER SAID SURVEY; THENCE NORTH 75°32'03" WEST ALONG SAID MARGIN 18.10 FEET; THENCE SOUTH 10°36'43" WEST 111.76 FEET; THENCE SOUTH 74°38'57" EAST 25.09 FEET TO THE TRUE POINT OF BEGINNING OF THIS PORTION.

EXCEPT THAT PORTION OF LOT 6, BLOCK 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO THE TOWN OF CEMENT CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 77,

RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEEDS RECORDED AUGUST 23, 1960, AND SEPTEMBER 20, 1971, UNDER AUDITOR'S FILE NUMBERS 597903 AND 758257, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE MONUMENT, MARKING THE SOUTHWEST CORNER OF LOT 4, BLOCK 1 OF SAID PLAT, SAID MONUMENT BEING DESCRIBED BY THE RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NUMBER 202011030187, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 7°05'00" EAST 150.06 FEET TO THE MONUMENT MARKING THE SOUTHEAST CORNER OF LOT 5 OF SAID PLAT PER SAID SURVEY; THENCE NORTH 82°55'00" WEST 125 FEET TO THE SOUTHEAST CORNER OF LOT 6 PER SAID SURVEY AND THE TRUE POINT OF BEGINNING OF THIS PORTION; THENCE CONTINUE NORTH 82°55'00" WEST ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6 PER SAID SURVEY; THENCE NORTH 7°05'00" EAST 99.50 FEET ALONG THE WEST LINE OF SAID LOT 6 PER SAID SURVEY; THENCE SOUTH 74°38'57" EAST 126.31 FEET TO THE EAST LINE OF SAID LOT 6 PER SAID SURVEY; THENCE SOUTH 7°05'00" WEST ALONG SAID EAST LINE 81.34 FEET TO THE TRUE POINT OF BEGINNING OF THIS PORTION.

Situate in the County of Skagit, State of Washington.

Together with all improvements, fixtures, appurtenances, easements, and hereditaments thereunto belonging or appertaining.