

**RECORDING REQUEST BY:**

Debra James Long

**WHEN RECORDED MAIL TO:**

Debra James Long, Trustee  
3542 S 198<sup>th</sup> Street  
Seatac, Washington 98188-5444



201506230090 7 PGS  
06/23/2015 9:19am \$79.00  
SNOHOMISH COUNTY, WASHINGTON

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST**

This Deed of Trust, made on April 08, 2015 is between Michael Fritch, Trustee of Maple Road Holdings Trust, herein called Trustor, whose address is P.O. Box 1752, Loomis, California 95650-1752 and Debra James Long, herein called Trustee, whose address is 3542 S 198<sup>th</sup> Street, Seatac, Washington 98188-5444 and, SRRC, herein called Beneficiary, whose address is P.O. Box 150959, San Rafael, California 94901.

**DEFINITIONS:**

- (A) "Security Instrument" means this document, which is dated, together with all Riders to this document.
- (B) "Borrower" is MAPLE ROAD HOLDINGS TRUST; Borrower is the trustor under this Security Instrument.
- (C) "Lender" is SRRC, P.O. Box 150959, San Rafael, California 94901; Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is Debra James Long.
- (E) "Note" means the promissory note signed by Borrower and dated June 12, 2015. The Note states that Borrower owes Lender Twenty-five thousand Dollars (U.S. \$25,000.00) plus interest. Borrower has promised to pay this debt as a one time balloon payment all due and payable together with accrued interest at ten percent (10 %) per annum and to pay the debt in full not later than June 12, 2016.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Rider" means a Balloon Rider to this Security Instrument, executed by Borrower For the purpose of securing for the (1). Performance of a Promissory Note incorporated by unrecorded reference herein and, (2) Payment of the indebtedness evidenced by a promissory note of the same date as this deed of trust, and the principal sum of \$25000.00 (twenty-five thousand dollars and no cents) payable to the order of beneficiary.

**CATHCART DIV 1 BLK 000-D-00 – LOT 214; RECORDS OF SNOHOMISH COUNTY SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.** Also commonly known as: 9307 Maple Road, Snohomish, Washington 98296-8059 and as the "property." - **Parcel ID: 00403900021400;** together with the attached tenements, hereditaments, and appurtenances, or in any manner appertaining, the rents, issues, and profits thereof, subject, however to the right, power, and authority herein given to and conferred upon beneficiary to collect and apply such rents, issues, and profits; to have and to hold the same, with the appurtenances, unto trustee.

It is agreed as follows:

SECTION ONE  
REPAIR AND MAINTENANCE OF PROPERTY; WASTE

To keep the property in good condition and repair; not to remove or demolish any building (if any) thereon; to complete or restore promptly and in good and professional manner any building that may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon the property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts that from the character or use of the property may be reasonably necessary to preserve and conserve its value, the specific enumerations herein not excluding the general.

SECTION TWO  
INSURANCE

To provide, maintain, and deliver to beneficiary, as named insured, fire insurance policy or policies satisfactory to and with loss payable to beneficiary in an amount not less than \$25000.00 (twenty-five thousand dollars and no cents). The amount collected under any fire or other insurance policy may be applied by beneficiary on any indebtedness secured hereby and in such order as beneficiary may determine or, at the option of beneficiary, the entire amount so collected or any part thereof may be released to trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

SECTION THREE  
PROTECTION OF SECURITY

To appear in and 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 evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which beneficiary or trustee may appear, and in any suit brought by beneficiary or trustee to foreclose this deed.

SECTION FOUR  
TAXES AND ASSESSMENTS

To pay, at least 15 days before delinquency, all taxes and assessments affecting the property; when due, all encumbrances, charges, and liens, with interest, on the property or any part thereof, that appear to be prior or superior hereto; all costs, fees, and expenses of this trust. Proof of taxes having been paid shall be furnished to Beneficiary no later than 180 days after the tenth day of April of each year.

SECTION FIVE  
RIGHT OF BENEFICIARY OR TRUSTEE TO ACT

Should trustor fail to make any payment, or to do any act, or make any misrepresentation as to security as herein provided, then beneficiary or trustee, but without obligation to do so and without notice to or demand on trustor and without releasing trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, beneficiary or trustee being authorized to enter on the property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien that in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable counsel fees.

SECTION SIX  
PAYMENT OF BENEFICIARY'S OR TRUSTEE'S EXPENSES

To pay immediately and without demand all sums expended by beneficiary or trustee pursuant to the provisions hereof, with interest from date of expenditure at 10% (ten) percent per annum.

SECTION SEVEN  
CONDEMNATION

Any award or damages in connection with any condemnation for public use of or injury to the property or any part thereof is hereby assigned and shall be paid to beneficiary who may apply or release such moneys received in the same manner and with the same effect as provided above for disposition of proceeds of fire or other insurance.

SECTION EIGHT  
FORBEARANCE NOT A WAIVER

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

SECTION NINE  
TRUSTEE'S RIGHTS CONCERNING THE PROPERTY

At any time or from time to time, without liability therefor and without notice, on written request of beneficiary and presentation of this deed and note of indorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, trustee may reconvey all or any part of the property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

SECTION TEN  
RECONVEYANCE

On written request of beneficiary stating that all sums secured hereby have been paid, and on surrender of this deed and note to trustee for cancellation and retention and on payment of its fees, trustee shall reconvey, without warranty, the property then held hereunder. The recitals and any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as the person or persons legally entitled thereto.

SECTION ELEVEN  
RENTS, ISSUES, AND PROFITS

As additional security, trustor hereby gives to and confers on beneficiary the right, power, and authority, during the continuation of this trust, to collect the rents, issues, and profits of the property, reserving unto trustor the right, prior to any default by trustor in payment of any indebtedness secured hereby or in performance of any agreements hereunder, to collect and retain such rents, issues, and profits as they become due and payable. On any such default, beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter on and take possession of the property or any part thereof, in beneficiary's own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, on any indebtedness secured hereby, and in such order as beneficiary may determine. The entering on and taking possession of the property, the collection of rents, issues, and profits and the application thereof as stated shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

SECTION TWELVE  
NOTICE OF DEFAULT

On written request therefore by beneficiary specifying the nature of the default, or the nature of the several defaults, and the amount or amounts due and owing, trustee shall execute a written notice of default and of trustee's election to cause the property described herein to be sold to satisfy the obligation hereof, and shall cause such notice to be recorded in the office of the recorder of each recording precinct wherein the real property or some part thereof is situated.

Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recording such notice of default, trustee, without demand on trustor, shall sell the property at the time and place of sale fixed by trustee in the notice of sale, either as a whole in separate parcels and in such order as trustee may determine, at public auction to the highest and best bidder for cash, payable at time of sale. Trustee may postpone sale of all or any portion of the property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser trustee's deed conveying the property so sold,

but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including trustor, trustee, or beneficiary, as hereunder defined, may purchase at such sale.

After deducting all costs, fees, and expenses of trustee and of this trust, including cost of evidence of title and reasonable counsel fees in connection with sale, trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid with accrued interest at ten percent (10%) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

### SECTION THIRTEEN BINDING EFFECT

This deed applies to, inures to the benefit of, and binds all parties to this agreement, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as the beneficiary herein, or, if the note has been pledged, the pledgee thereof. In this deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

### SECTION FOURTEEN ACCEPTANCE OF TRUST

Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. 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 trustor, beneficiary, or trustee shall be a party unless brought by trustee.

### SECTION FIFTEEN SUBSTITUTE TRUSTEE

Beneficiary may, from time to time, as provided by statute, appoint another trustee in place and instead of the trustee herein named, and thereupon, the trustee herein named shall be discharged and the trustee so appointed shall be substituted as trustee hereunder with the same effect as if originally named trustee herein.

### SECTION SIXTEEN MULTIPLE TRUSTEES

If two or more persons are designated as trustee herein, any or all powers granted herein to trustee may be exercised by any of such persons, if the other person or persons is unable, for any reason, to act, and any recital of such inability in any instrument executed by any of such persons shall be conclusive against trustor, and the heirs and assigns of trustee.

SECTION SEVENTEEN  
TRUSTOR'S REPRESENTATIONS

Trustor, to induce the acceptance of this trust by trustee and beneficiary, covenants, warrants, and represents that the above-described property is free and clear of all liens and encumbrances and that trustor is seized with fee to the property and has the legal right to execute this deed and to alienate the property.

The undersigned trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the mailing location set forth above.

*Michael Fritch, Trustee of Maple Road Holdings Trust*  
Michael Fritch, Trustee of Maple Road Holdings Trust as TRUSTOR

STATE OF CALIFORNIA

COUNTY OF PLACER

On this 8th day of April in the year 2015, before me Hollyann Rutledge, Notary Public personally appeared Michael Fritch, Trustee in Trust of Maple Road Holdings Trust, personally known to me (or proved to me on the basis of satisfactory evidence) that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my name and official seal.

*see Attached Acknowledgment...*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Placer )

On April 8, 2015 before me, Hollyann Rutledge, Notary Public  
(insert name and title of the officer)

personally appeared Michael Fritch, Trustee in Trust of Maple Road Holdings Trust, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ ~~(s) are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~; and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hollyann Rutledge

(Seal)

