

When recorded return to:

Julie A. Christenson, P.S.
8407 South 259th, Suite 201
Kent, Washington 98030



201911210057

11/21/2019 11:51 AM Pages: 1 of 4 Fees: \$107.50
Skagit County Auditor

Land Title and Escrow

**ACCOMMODATION
RECORDING ONLY**

01-174639-0

DEED OF TRUST

THIS DEED OF TRUST, made this 12 day of November, 2019 between RICHARD AND LINDA STEARNS, LLC, a Washington limited liability company, as GRANTOR, whose address is 6811 S. 204th St., Suite 395, Kent, Washington 98032, and JULIE A. CHRISTENSON, Attorney at Law, as TRUSTEE, whose address is 8407 South 259th, Suite 201, Kent, Washington 98030, and L. KENNETH SCHOENFELD, as BENEFICIARY, whose address is 10700 NE 4th Street, Unit 604, Bellevue, WA 98004.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

PARCEL "A" OF RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 200803210001, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF BLOCKS 2 AND 3, A. SIEGFRED'S FIRST PLAT OF BAYVIEW PADILLA BAY, AS PER THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 3, ALSO BEING A PORTION OF THE PLAT OF BAYVIEW (MCKENNA & ELLIOTT'S 2ND ADDITION), AS PER THE PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 19, ALSO BEING A PORTION OF GOVERNMENT LOT 1, SECTION 31, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., ALSO PORTIONS OF VACATED STREETS AND ALLEYS ABUTTING, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Situate in the County of Skagit, State of Washington.

Commonly known as 11049 Second Street, Mount Vernon, WA 98273
Tax Parcel No. 4069-002-021-0001, P71144

which real Property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of NINETY FIVE THOUSAND DOLLARS AND 00/100 (\$95,000.00), with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable on or before the earlier to occur of (i) twelve (12) months from the date hereof, or (ii) the date that the Property is sold to a third party, as evidenced by the recording of a deed (the "Due Date").

KB

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

1. To keep the Property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property.
2. To pay all lawful taxes and assessments upon the Property; to keep the Property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the Property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the Property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, unless timely cured as proscribed in the promissory note, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust Property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. Trustee's deed shall recite the facts

RB

REQUEST FOR FULL RECONVEYANCE

THE UNDERSIGNED BENEFICIARY is the legal owner and holder of a Promissory Note and Deed of Trust recorded on _____ in the amount of \$95,000.00 in which RICHARD AND LINDA STEARNS, LLC, is the Grantor and JULIE A CHRISTENSON, ATTORNEY AT LAW, is Trustee, and L. KENNETH SCHOENFELD, is Beneficiary, filed by the Skagit County Auditor against property located in Skagit County, Washington.

Commonly known as 11049 2nd St., Mt. Vernon, WA 98273
Tax Parcel No(s). P71144 / 4069-002-021-0001

The Deed of Trust and Promissory Note is herewith surrendered to you for cancellation and reconveyance.

You are therefore requested, upon payment all sums owing to you, to reconvey without warranty, to the person(s) entitled thereto, the right, title and interest now held by you thereunder.

DATED: _____

L. Kenneth Schoenfeld