



202006190067

06/19/2020 10:00 AM Pages: 1 of 5 Fees: \$108.50
Skagit County Auditor

After recording, please return to:

Dominique Zervas
Zervas Law, P.S.
1909 Broadway
Bellingham, WA 98225

Document title:
Ref. No. of Related Doc.:
Grantor:
Grantee/Beneficiary:
Trustee:
Abbreviated Legal Description:

Deed of Trust
201609080054
Zakaya Setzer
Zervas Law, PS
Whatcom Land Title Company
(DK 12) ALL OF LOTS 13 AND 14, AND LOT 15,
EXCEPT THE NORTH 8 FEET THEREOF, BLOCK 12,
AMENDED PLAT OF BURLINGTON, SKAGIT
COUNTY, WASH., AS PER PLAT RECORDED IN
VOLUME 3 OF PLATS, PAGE 17, RECORDS OF
SKAGIT COUNTY, WASHINGTON.
4076-012-015-0017/P71347

Assessor's Geographic I.D. No./PID:

DEED OF TRUST

THIS DEED OF TRUST (Deed), is made this 9th day of June, 2020, between: Zakaya Setzer, individually (Grantor), whose address is 401 N. Anacortes Street, Burlington, Washington; and Zervas Law, PS (Beneficiary), whose address is 1909 Broadway Street, Bellingham, Washington.

WITNESSETH: This Deed's purpose is to secure to Beneficiary: (1) payment of the sum of up to \$50,000.00, with interest, in accordance with the terms of the Promissory Note (Note) of even date with this Deed; and (2) performance of each of Grantor's agreements contained in this Deed and the Note.

For this purpose, Grantor irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property (Property):

All of Lots 13 and 14, and Lot 15, EXCEPT the North 8 feet thereof, Block 12, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.", as per Plat recorded in Volume 3 of Plats, page, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.

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The Property is located at 401 N. Anacortes Street, Burlington, Washington; is not used principally for agricultural or farming purposes; and includes all the improvements now or later erected on the Property, and all easements, appurtenances, and fixtures now or later a part of the Property. All replacements and additions will also be covered by this Deed.

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 of the Property; to complete any building, structure, or improvement being built or about to be built on the Property; to restore promptly any building, structure, or improvement on the Property that may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions that affect the Property.

2. To pay before delinquent all lawful taxes and assessments on the Property; to keep the Property free and clear of all other charges, liens, or encumbrances that might impair the security of this Deed.

3. To keep all buildings now or later erected on the Property continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed through a policy that names Beneficiary as co-insured and provides Beneficiary prior notice of any intent to cancel that policy. All policies will have loss payable first to Beneficiary, as its interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied to any indebtedness this Deed secures and in the order as Beneficiary determines.

Beneficiary's application to any indebtedness will not cause discontinuance of any proceedings to foreclose this Deed. In the event of foreclosure, all rights of Grantor in insurance policies then in force will pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding that purports to affect this Deed's security or Beneficiary's rights or powers, 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 Beneficiary brings to foreclose this Deed.

5. To pay all costs, fees, and expenses in connection with this Deed, including Beneficiary's reasonable expenses incurred in enforcing the secured obligation, and attorney's fees actually incurred, and regardless of whether suit is brought.

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6. In the event Grantor fails to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the Property, Beneficiary may pay the same. Any such amount Beneficiary pays, along with interest at the rate set out in the Note secured by this Deed, will be added to and become a part of the debt this Deed secures.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the Property is taken or damaged in any eminent domain proceeding, the entire amount of the award, or any portion as may be necessary to fully satisfy the obligation this Deed secures will be paid to Beneficiary to be applied to that obligation.

2. By accepting payment of any sum this Deed secures after the payment's due date, Beneficiary does not waive Beneficiary's right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. Trustee will reconvey all or any part of the property covered by this Deed of Trust to the person entitled to it, on written request of the Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Grantor will not sell, convey, or otherwise transfer any interest in the Property (whether voluntarily or by operation of law), or agree to do so, without Grantee's prior written consent, including any sale, conveyance, encumbrance, assignment, or other transfer of (including installment land sale contracts), or the grant of a security interest in, all or any part of the legal or equitable title to the Property. Any default under this Section will cause an immediate acceleration of the Indebtedness without any demand by Grantee.

5. At the time of any default by Grantor in the payment of any indebtedness secured by, or in the performance of any agreement contained in, this Deed, all sums this Deed secures will immediately become due and payable at Beneficiary's option. In that event and at the time of Beneficiary's written request, Trustee will sell the 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 the Trustee's sale. Trustee will apply the sale proceeds 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, will be distributed to the persons entitled to it.

6. Trustee will deliver to the purchaser at the sale its deed, without warranty, which will convey to the purchaser the interest in the Property that Grantor had or

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had the power to convey at the time he executed this Deed of Trust, and as he may have later acquired. Trustee's deed will recite the facts showing that the sale was conducted in compliance with all the requirements and of this Deed of Trust, which recital will be prima facie and conclusive evidence of that compliance in favor of bona fide purchasers and encumbrancers for value.

7. The power of sale conferred by this Deed and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

8. Beneficiary may appoint in writing a successor trustee; following the recording of that appointment in the mortgage records of Whatcom County, the successor trustee will be vested with all powers of the original trustee. The Trustee is not obligated to notify any party to this Deed of a pending sale under any other Deed of Trust or of any action or proceeding in which Grantee, Trustee, or Beneficiary will be a party unless that action or proceeding is brought by the Trustee.

9. This Deed of Trust applies to, inures to the benefit of, and is binding on the parties to it, as well as to and on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary will mean the holder and owner (Lender) of the Note secured by this Deed.

10. The entire remaining principal balance and accrued interest owing under this Deed of Trust must be paid in full before, and as a condition of, any sale or transfer of any interest in, or refinancing of, the Property.

11. In this Agreement:

- a. the term "will" is mandatory;
- b. the term "Person" as used in this document, means any natural or juristic person;
- c. words in the plural include the singular, and the converse;
- d. the feminine gender includes the masculine and neuter genders, and the converse, and the use of any gender will be deemed to include all genders;
- e. the term "or," is not exclusive; and
- f. whenever the words "include," "includes," or "including" are used, they will be considered to be followed by the words "without limitation" or "but not limited to" or words of like import.

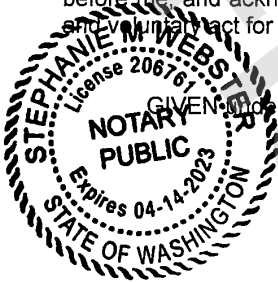
SIGNATURE ON FOLLOWING PAGE

Dated this 9th day of June, 2020.

Zakaya Setzer
Zakaya Setzer

State of Washington)
)ss.
County of Whatcom)

I certify that I have satisfactory evidence that Zakaya Setzer is the person who appeared before me, and acknowledged that she signed this Deed of Trust and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in it.



GIVEN under my hand and official seal this 9th day of June, 2020.

Stephanie M. Webster
Notary Public in and for the State of Washington
Residing at Bellingham, Washington
My Commission expires 4/14/23

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: Whatcom Land Title Company

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by this Deed of Trust, which Note together with all other indebtedness secured by this Deed of Trust, has been fully paid and satisfied. You are hereby requested and directed, on payment to you of any sums owing to you under this Deed of Trust's terms, to cancel the Note, and all other evidences of indebtedness that Deed of Trust delivered to you secures, together with the Deed of Trust, and to convey, without warranty, to the parties designated by the Deed of Trust's terms, all the estate you now hold.

Dated: _____

Mail reconveyance to: _____

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