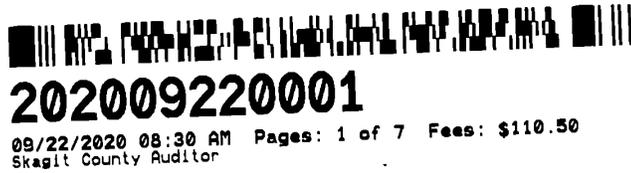


AFTER RECORDING MAIL TO:

Jessica M. Jetter  
P.O. Box 163  
Kingston, WA 98346



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**DEED OF TRUST**

Grantor(s): Gary Hamilton Sandvig, a married person as his separate property

Grantee(s): Christina May Stewart, a married person as her separate property, and Marianne Kramer, a single person

Trustee: Jessica M. Jetter, Attorney at Law

Site Address: 1410 38th Street, Anacortes, Washington 98221

Abbreviated Legal: S ½, NE ¼, S. 25, T. 35 N, R. 1E, W.M.

Assessor's Parcel No. P32092, 350125-0103-0005

THIS DEED OF TRUST, made this 10 day of September, 2020, between Gary Hamilton Sandvig, a married person as his separate property, GRANTOR, whose address is PO Box 1692, Anacortes, Washington 98221, Jessica M. Jetter, Attorney at Law, TRUSTEE, whose address is PO Box 163, 10801 NE Highway 104, Suite 151, Kingston, Washington 98346, and Christina May Stewart, a married person as her separate property, whose address is 6450 NE Prospect St., Suquamish, WA 98392, and Marianne Kramer, a single person, whose address is 365 NW Acre Ln., Poulsbo, WA 98370, together, BENEFICIARIES.

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

SEE ATTACHED EXHIBIT A

Which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and the rents, issues, and profits of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Gary Hamilton Sandvig, contained in this Deed of Trust, and payment of the sum of Seventy Thousand Dollars (\$70,000.00) with interest, in accordance with the terms of a promissory note dated September 10,

2020, payable to Beneficiaries or order, made by Gary Hamilton Sandvig, and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiaries to Gary Hamilton Sandvig, or any of his successors or assigns, together with interest thereon at the rate agreed.

**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 in full on or before September 18, 2025, or upon Grantor's transfer of ownership of real property legally described hereinabove.

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 which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent 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. Reserved.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiaries 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 Beneficiaries to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with the enforcement of this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured by this Deed of Trust 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, Beneficiaries may pay the same, and the amount so paid, with interest at the rate set forth in the notes secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.
7. **DUE ON SALE:** The property described in this security instrument may not be sold or transferred, voluntarily or involuntarily, without the Beneficiaries' consent. Upon breach of this provision, Beneficiaries may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

  
\_\_\_\_\_  
Gary Hamilton Sandvig  
(initials)

## IT IS MUTUALLY AGREED THAT:

8. 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 by this Deed of Trust shall be paid to Beneficiaries to be applied to said obligation.
9. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiaries do not waive the right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
10. 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 Beneficiaries, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiaries or the person entitled thereto.
11. Upon default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiaries, subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiaries, 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.
12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiaries may cause this Deed of Trust to be foreclosed as a mortgage.
14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiaries, Beneficiaries may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiaries shall be a party unless such action or proceeding is brought by the Trustee.
15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term

Beneficiaries shall mean the holder and owner of the note secured hereby, his/her/their heirs, devisees, legatees, administrators, executors, and assigns, whether or not named as Beneficiaries herein.

16. The security granted under this Deed of Trust shall be junior to the home equity line of credit in the amount of \$80,000 that already encumbers the property. In the event that Grantor desires to subsequently substitute, pay off or refinance that HELOC loan with a conventional mortgage, Beneficiaries and Trustee agree to subordinate this Deed of Trust to any such new loan such that it will be subordinate thereto as well, provided that any such new loan is used to pay the remaining debt on the promissory note secured by this Deed of Trust. Beneficiaries and Trustee will cooperate with Grantor and execute all documents reasonably necessary to accomplish such subordination. Grantor shall cover the cost to Beneficiaries and Trustee, if any, of such subordination.

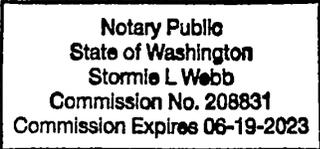
Dated: September 10, 2020

  
Gary Hamilton Sandvig

STATE OF WASHINGTON }  
COUNTY OF SKAGIT }-ss

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary Hamilton Sandvig, to me known as the individual who executed the foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10<sup>th</sup> day of September, 2020.



  
Notary Public in and for  
State of Washington,  
residing at Skagit County

Dated: September \_\_\_\_, 2020

\_\_\_\_\_  
Christina Stewart

STATE OF WASHINGTON }  
COUNTY OF SKAGIT }-ss

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Christina Stewart, to me known as the individual who

Beneficiaries shall mean the holder and owner of the note secured hereby, his/her/their heirs, devisees, legatees, administrators, executors, and assigns, whether or not named as Beneficiaries herein.

16. The security granted under this Deed of Trust shall be junior to the home equity line of credit in the amount of \$80,000 that already encumbers the property. In the event that Grantor desires to subsequently substitute, pay off or refinance that HELOC loan with a conventional mortgage, Beneficiaries and Trustee agree to subordinate this Deed of Trust to any such new loan such that it will be subordinate thereto as well, provided that any such new loan is used to pay the remaining debt on the promissory note secured by this Deed of Trust. Beneficiaries and Trustee will cooperate with Grantor and execute all documents reasonably necessary to accomplish such subordination. Grantor shall cover the cost to Beneficiaries and Trustee, if any, of such subordination.

Dated: September \_\_\_\_, 2020

\_\_\_\_\_  
Gary Hamilton Sandvig

STATE OF WASHINGTON    }  
  }-ss  
COUNTY OF SKAGIT        }

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary Hamilton Sandvig, to me known as the individual who executed the foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for  
State of Washington,  
residing at \_\_\_\_\_.

Dated: September 4, 2020

Christina Stewart  
Christina Stewart

STATE OF WASHINGTON    }  
  }-ss  
COUNTY OF KITSAP        }

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Christina Stewart, to me known as the individual who

executed the foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4<sup>th</sup> day of September, 2020.



Laura E. Gronnvoll  
Notary Public in and for  
State of Washington,  
residing at Kingston

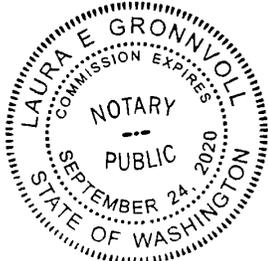
Dated: September 04, 2020

Marianne Kramer  
Marianne Kramer

STATE OF WASHINGTON }  
COUNTY OF KITSAP }-ss

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Marianne Kramer, to me known as the individual who executed the foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4<sup>th</sup> day of September, 2020.



Laura E. Gronnvoll  
Notary Public in and for  
State of Washington,  
residing at Kingston

That portion of the South half of the Northeast Quarter of Section 25, Township 35 North, Range 1 East, W.M. described as follows:

Beginning at a point which is 20 feet West and North  $0^{\circ}21'$  West 40 feet from the Southeast corner of the Southwest corner of the Northeast Quarter of said Section; thence North to a point which lies North  $0^{\circ}21'$  West 198 feet from the South line of said Northeast Quarter; thence East 140 feet to the West line of those premises conveyed to Roger F. Taylor, et ux, by deed dated March 1959 filed March 9, 1959 as File No. 577497 and recorded in Volume 300 Deeds at page 541; thence South along the West line of said Taylor tract to a point 40 feet North of the South line of said Northeast Quarter; thence West 120 feet to the point of beginning.

EXHIBIT     A