

When recorded return to:
JUDITH MIRKIN
10415 113th PL NE
Kirkland, WA 98033

Land Title
01-183875-OE **DEED OF TRUST**
(For use in the State of Washington only)

THIS DEED OF TRUST, made this 31st day of March, 2021 between

as GRANTOR(S), **KIRK ROBERT KELLEY and ROSEANN MCARTHUR KELLEY, a married couple**
whose address is: **2317 22nd AVE S SEATTLE, WA 98144**

and

as TRUSTEE, **Land Title and Escrow of Skagit County**
whose address is: **111 E George Hopper Road, Burlington, WA 98233**

and

as BENEFICIARY, **JUDITH MIRKIN**
whose address is: **10415 113th PL NE KIRKLAND, WA 98033**

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

Abbreviated Legal:

Ptn NW ½, Sec 29, Twn 33 N, Rg 4; Ptn Gov Lots 7 & 8, Sec 30, Twn 33, N, Rg 4

For Full Legal See Attached Exhibit "A"

SUBJECT TO covenants, conditions, restrictions, reservations, agreements, and easements of record including but not limited to those on Schedule B-1 of Land Title Company's Preliminary Commitment No. 01-183875-OE.

Tax Parcel Number(s): 330429-3-003-0005, P17467, 330430-0-014-0005, P17500, 330429-0-002-0002, P17433, 330429-3-002-0006, P17466, 330430-0-012-0007, P17498

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(s) herein contained, and payment of the sum of **Five hundred and forty-five thousand dollars (\$545,000)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

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 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. 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. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). 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(s) 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(s) 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.
7. As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same

be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

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(s) 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(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, 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(s) 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 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.
6. 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; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary 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(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. 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 Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Kirk Robert Kelley Rose Ann McArthur Kelley

STATE OF WA

COUNTY OF King

I certify that I know or have satisfactory evidence that Kirk Robert Kelley and
Rose Ann McArthur Kelley

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledge it to be (his/her/their) free and voluntary act for the purposes mentioned in this instrument.

Dated: 3-31-21

Cheryl A. Froehlich
Notary name printed or typed: Cheryl A. Froehlich
Notary Public in and for the State of WA
Residing at Sequoia Way
My appointment expires: 3-7-24

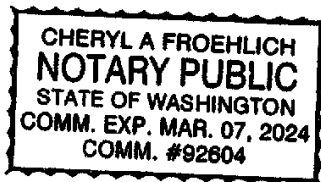


EXHIBIT A

PARCEL "A":

The North 58 rods of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, Township 33 North, Range 4 East W.M.;

EXCEPT dike and drainage ditch rights-of-way;

AND EXCEPT County road right-of-way;

ALSO EXCEPT therefrom the following described tract:

Beginning at the Northwest corner of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
thence East along the North line thereof 293 feet;
thence Southwesterly in a straight line to a point on the East line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 33 North, Range 4 East, W.M., midway between the Northeast corner and the Southeast corner thereof;
thence North along the West line of said Section 29 to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 33 North, Range 4 East, W.M., described as follows:

That portion of the South $\frac{1}{2}$ of the said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying West of the dike right-of-way of Dike District No. 16 following a small creek and South of the logging railroad right-of-way of the English Lumber Company;

EXCEPT therefrom the following described tract;

Beginning at the Southwest corner of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence East along the South line thereof, a distance of 293 feet;
thence North parallel to the West line of said subdivision to the Southerly right-of-way line of the English Lumber Company logging railroad;
thence Westerly along the Southerly right-of-way line of said logging railroad right-of-way to its intersection with the West line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence South along said West line to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the East bank of a small creek with the South line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, which point is 601 feet, more or less, East of the Southwest corner of said subdivision;
thence East, 301 feet;
thence North, 145 feet;
thence West, 352 feet, more or less, to said creek;
thence South 19° 22' East along said creek, 153.6 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.

EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PARCELS "A", "B", AND "C", as conveyed to the Nature Conservancy a District of Columbia non-profit corporation, by deed dated January 31, 2011, and recorded February 1, 2011, under Skagit County Auditor's File No. 201102010235.

PARCEL "D":

That portion of the South $\frac{1}{2}$ of Government Lot 7 and the North $\frac{1}{2}$ of Government Lot 8, lying Westerly of the Conway-Stanwood Highway right of way in Section 30, Township 33 North, Range 4 East, W.M.,

EXCEPT railroad rights of way and dike and drainage ditch rights of way,

ALSO, EXCEPT any portion lying within Tom Moore Slough.

Situate in the County of Skagit, State of Washington.

REQUEST FOR FULL RECONVEYANCE - *Do not record. To be used only when note has been paid.*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____