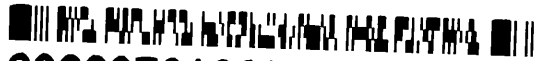


When recorded return to:
Mary Kirchner
6737 Beach Drive SW
Seattle, WA 98136


202207010086
07/01/2022 02:28 PM Pages: 1 of 3 Fees: \$206.50
Skagit County Auditor

DEED OF TRUST
(For use in the State of Washington only)

THIS DEED OF TRUST is made this 4 day of June 2022 between

Arthur A. Terrana and Carol F. Terrana, husband and wife, as GRANTOR, whose address is 4229 S. 252 PL., Kent, WA. 98032,

deVrieze | Carney PLLC as TRUSTEE, whose address is 3909 California Avenue SW, Seattle, WA 98116, and

Mary A. Kirchner, married person as her separate property, as BENEFICIARY, whose address is 6737 Beach Drive SW, Seattle, WA 98136.

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

TRACTS D-1 AND D-2 OF SHORT PLAT NO. 110-79, APPROVED NOVEMBER 20, 1979, AND RECORDED NOVEMBER 21, 1979, UNDER AUDITOR'S FILE NO. 7011210014 IN VOLUME 3 OF SHORT PLATS, PAGE 217, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING TRACT "D" OF "HOLIDAY HIDEAWAY NO.1" AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 36 THROUGH 42, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THAT CERTAIN EASEMENT FOR DRAIN FIELD AREA FOR TRACT D-2, INCLUDING ACCESS TO THE SAME AS DELINEATED ON THE FACE OF SAID SHORT PLAT.

Tax Parcel Numbers: 3926-009-004-0101 [D-1] and 3926-009-004-0408 [D-2].
Property commonly known as 7676 Cypress Way, Anacortes, WA, 98221

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 way appertaining, and the rents, issues and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained in this Deed of Trust, and payment of the sum of ONE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE AND 34/100 DOLLARS (\$133,333.34), 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 Grantor's 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 June 1, 2026, or immediately upon the sale or transfer of the Property.

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

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. 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.
7. **DUE ON SALE:** The property described in this security instrument, or any portion of the property, may not be sold, transferred or later encumbered without Beneficiary's written consent. Upon breach of this provision, Beneficiary may declare all sums under the Note and Deed of Trust to be immediately due and payable, unless prohibited by applicable law.

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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust 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 by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. 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 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.
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 absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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, 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 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.
9. If Grantor fails to perform the covenants and agreements contained in this Security Instrument, OR if there is a legal proceeding that may significantly affect Beneficiary's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Beneficiary may do and pay for whatever is necessary to protect the value of the property and Beneficiary's rights in the property. Beneficiary's actions may include paying any sums secured by a lien, which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the property to make repairs. Although Beneficiary may take these actions, Beneficiary does not have to do so.
10. In the event of any default under this Deed of Trust, or in the event that any dispute arises relating to the interpretation, enforcement or performance of any obligation secured by this Deed of Trust, or in the event of bankruptcy or insolvency proceedings as described below, Beneficiary shall be entitled to collect from Grantor on demand, all fees and expenses incurred in connection therewith, including, but not limited to, fees of attorneys, accountants, appraisers, environmental inspectors, consultants, expert witnesses, arbitrators, mediators and court reporters. Without limiting the generality of the foregoing, Grantor shall pay all such costs and expenses incurred in connection with (a) arbitration or other alternative dispute resolution proceedings, trial court actions and appeals; (b) bankruptcy or other insolvency proceedings of Grantor, any guarantor or other party liable for any of the obligations secured by this Deed of Trust, or any party having any interest in any security for any of those obligations; (c) judicial or non-judicial foreclosure on, or appointment of a receiver for any of the Property; (d) post-judgment collection proceedings; (e) all claims, counterclaims, cross-claims and defenses asserted in any of the foregoing whether or not they arise out of or are related to this Deed of Trust; (f) all preparation for any of the foregoing; and (g) all settlement negotiations with respect to any of the foregoing. Any amounts disbursed by the Beneficiary under this paragraph shall become additional debt of Grantor secure by this Security Instrument. Unless Grantor and Beneficiary agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the default rate under the Note, and shall be payable, with interest, upon notice from Beneficiary to Grantor requesting payment.

Arthur A. Terrana 6/9/22
 Arthur A. Terrana Date
 Grantor

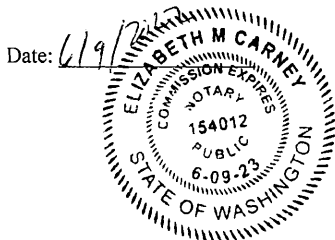
Carol F. Terrana 6/9/22
 Carol F. Terrana Date
 Grantor

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Arthur A. Terrana and Carol F. Terrana are the persons who appeared before me, and said persons acknowledged that they signed this Deed of Trust and acknowledged it as their free and voluntary act for the uses and purposes mentioned herein.



Elizabeth M. Carney
 Notary name printed or typed: **ELIZABETH M. CARNEY**
 Notary Public in and for the State of Washington
 Residing at Seattle
 My appointment expires: 6/9/2023