

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, other than a deed of trust held by the lender providing financing to Grantor for the purchase of the property.
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. Grantor does hereby covenant and agree to continuously provide such coverage naming Beneficiary as an additional named insured at all times. The said insurance shall be in such insurance companies as Beneficiary may approve, which shall not be unreasonably withheld, conditioned, or delayed, and have a loss payable to Beneficiary as its interest may appear subject to any other senior encumbrances, and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine, subject to any other senior encumbrances. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this deed of trust. In the event of foreclosure, all rights of 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 attorneys' 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 Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorneys' 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 described above, 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 by 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 as its interest may appear, subject to any other senior encumbrances, 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. 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 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. Upon default by Grantor 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 Beneficiary. In such event and upon written request of Beneficiary, Trustee shall 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 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 attorneys' fee; (2) to the obligation secured by this deed of trust; (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 execution of this deed of trust, and such as it 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 purchasers 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 and become "Trustee." Beneficiary shall be responsible for any recording fees for any appointment of a successor trustee. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by 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 promissory note secured hereby, whether or not named as Beneficiary herein.

9. If the property or any part thereof is sold, conveyed, leased, transferred, encumbered, or full possessory rights therein transferred without the prior written consent of Beneficiary, other than to a limited liability company or corporation of which Grantor is a member or shareholder, then Beneficiary may declare the entire remaining principal balance under this deed of trust immediately due and payable. This provision shall apply to each and every sale, transfer, conveyance or encumbrance regardless of whether or not Beneficiary has consented or waived its rights, whether by action or non-action, in connection with any previous sale, transfer, conveyance or encumbrance, whether one or more.

DATED: 1/19/ 2023

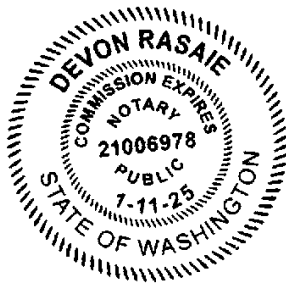
120 West Fairhaven LLC, a Washington limited liability company

By: [Signature] ONS sole member
Annika King, D.D.S. sole member

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit

On this day personally appeared before me Annika King, D.D.S. to me known to be the individual described herein and who executed the foregoing instrument, and acknowledged that she signed the same as the sole member of 120 West Fairhaven LLC, as her free and voluntary act and deed on behalf of said company, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of January, 2023.



Devon Rasnie
Print Name: Devon Rasnie
Notary Public in and for the State of Washington,
My Commission expires 7-11-25

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 promissory 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: _____

Susan K. Bergman

EXHIBIT A**LEGAL DESCRIPTION**

That portion of the North 1/2 of the East 1/2 of Tract 43, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at the Northeast corner of said Tract 43 and running thence West along the North line thereof a distance of 291.5 feet;
thence South parallel to the East line of said tract a distance of 124 feet;
thence East parallel to the North line of said tract a distance of 291.5 feet to the East line thereof;
thence North along the East line of said tract, 124 feet to the point of beginning,

EXCEPT the East 150 feet thereof.

ALSO EXCEPT the West 5 feet thereof conveyed to the City of Burlington by Deed dated September 9, 1977 and recorded September 13, 1977, under Auditor's File No. 864623.

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

The above real property is commonly known as 120 W. Fairhaven Avenue, Burlington, WA 98233 and is identified as Skagit County Parcel No. P62557.

4876-4140-2953, v. 1