

After Recording Return to:
MOVE FORWARD FINANCIAL, LLC
1151 Fairview Ave North Suite 105
Seattle, WA 98109
NMLS ID: 95598

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST is made this 17th day of April, 2023, by and among Lee P. Tavoularis and Pamela R. Isenhardt Tavoularis, as husband and wife, as GRANTOR(S), whose address is 899 Klamath Drive, LaConner, WA 98257 ; CW Title and Escrow, as TRUSTEE, whose address is 11201 SE 8th Street, Suite 200, Bellevue, WA 98004; and MOVE FORWARD FINANCIAL, LLC, as BENEFICIARY, whose address is 1151 Fairview Ave North Suite 105, Seattle, WA 98109.

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:

Property commonly known as: 899 Klamath Drive, LaConner, WA 98257

Abbreviated Legal Description: Lot 899 Shelter Bay Div. 5

Full Legal Description:

Lot 899, "AMENDED SURVEY OF SHELTER BAY ON. 5, Tribal and Allotted Lands of Swinomish Indian Reservation", as recified on June 2, 1976, as recorded in Volume 1 of Surveys, pages 184 through 186, inclusive, records of Skagit County, Washington, under Auditor's File No. 836134.

TOGETHER WITH a non-exclusive easement for ingress and egress, over and across the following described portion of Lot 571, "SURVEY OF SHELTER BAY DN. 3, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded in Volume 43 of Official Records, pages 839 to 842, inclusive, records of Skagit County, Washington:

Beginning at the Northwest corner of Lot 571;
thence North 86°06'18" East, a distance of 30 feet to the true point of beginning;
thence North 86°06'18" East, a distance of 32.98 feet to a curve whose radius point bears North 3°53'42" West, a distance of 165.00 feet;
thence Easterly along the arc of said curve through a central angle of 17° 18'40" West, a distance of 49.85 feet;
thence South 0°51'45" West, a distance of 70.00 feet;
thence North 54°39'29" West, a distance of 98.48 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

Tax Parcel Number(s): P129542

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 of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of Seventy Eight Thousand Seven Hundred Fifty Eight Dollars and Fifty Three Cents (\$78,758.53) 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 Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon. The Note was made pursuant to the terms of the Windermere Market Ready Loan Program Offered Through Move Forward Financial, LLC Loan Agreement (the "Agreement") of even date. Any default under this Deed of Trust shall also constitute a default under the Agreement and any default under the Agreement shall constitute default under the Note and this Deed of Trust.

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. The property described in this Deed of Trust may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.
8. As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor(s) 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 property or any interest therein without the written consent of 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(s) 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:

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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(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 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(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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(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.
9. Further Covenants:
 - a. Grantor(s) agree(s) to comply with all terms of the Windermere Ready Loan Program Offered Through Move Forward Financial, LLC Loan Agreement (the "Agreement") of even date herewith, the terms of which are hereby incorporated by this reference. Any default under the Agreement shall also be a default under this Deed of Trust.
 - b. Grantor(s) agree(s) to pay all filing fees, reconveyance fees and other fees and charges incurred in the recording, reconveyance and release of this Deed of Trust.
 - c. Grantor(s) shall timely and fully comply with all the terms and conditions of any mortgage, deed of trust or other obligation entered into prior to the lien of this Deed of Trust ("prior encumbrances".) Grantor(s)'s failure to fully and timely comply with all the terms and conditions of a prior encumbrance, whether or not the holder of the prior encumbrance declares a default, shall constitute a default under the note and this Deed of Trust.
 - d. Grantor(s) agree(s) to furnish to Beneficiary promptly when received, copies of any notices of default, non-payment or other non-performance sent by the holder of a prior encumbrance to Grantor(s).

- e. Grantor(s) warrant(s) and agree(s) that no prior encumbrance is in default and Grantor(s) has no knowledge of any event which has occurred or is occurring which after notice or passage of time or both will result in a default.
- f. Beneficiary may, but not be required to, advance money or incur liability for: (1) amounts owing under obligations secured by liens which are prior to this Deed of Trust (prior encumbrances); (2) real property taxes or assessments; (3) hazard insurance premiums; (4) maintenance charges imposed under a declaration or restrictive covenant; (5) labor or materials for repairs or to protect the property; (6) reasonable attorney's fees, costs of title search, foreclosure guarantee premiums and other out of pocket expenses incurred in connection with enforcement of this Deed of Trust or collection of any amounts secured thereby; and (7) any other items for the reasonable protection of the real property or for the protection or enforcement of Beneficiary's security interest therein or for collection of any amounts secured thereby. All such advances and liabilities shall be secured by the lien of this Deed of Trust, and shall bear interest at the rate provided for in the promissory note secured by this Deed of Trust, from the date advanced by Beneficiary, until repaid. Grantor(s) shall be jointly and severally liable for all such advances made by Beneficiary. Any such expenditure shall be paid by Grantor(s) with 12 days after written notice from Beneficiary, and if not paid, Beneficiary shall also be subrogated to the rights of the holder of the prior encumbrance to the extent of Beneficiary's expenditures or advances.

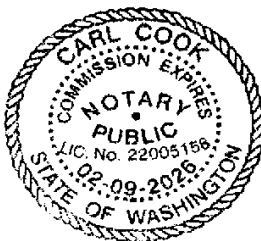
GRANTOR(S):

Lee P. Tavoularis	Pamela R. Tavoularis
Sign: <i>Lee P. Tavoularis</i>	Sign: <i>Pamela R. Tavoularis</i>
Date: 4/19/23	Date: April 19, 2023

STATE OF WA)
COUNTY OF King) ss.

On this day before me personally appeared Lee P. Tavoularis and Pamela R. Tavoularis to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED and signed this 19 day of April, 2023



Carl Cook
Notary name printed or typed: CARL COOK
Notary Public in and for the State of WA
Residing at: COMPTON
My appointment expires: 2-9-26