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05/08/2023 01:15 PM Pages: 1 of 5 Fees: \$208.50
Skagit County Auditor

FILED AT THE REQUEST OF:

Julie A. Christenson, P.S.
8407 South 259th #201
Kent WA 98030

Assessor's Parcel or Account Number: P68241/3972-000-099-0406

Abbreviated Legal Description: Ptn of Tract E, "Rancho San Juan Del Mar, Subdiv No. 1," Skagit County

Full Legal Description located on page(s) One & Two

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of May, 2023, by and between ERIC ERLING JOHNSON, an unmarried person, as his separate estate, Grantor, whose address is: 11950 Marine Drive, Anacortes, Washington 98221; CHICAGO TITLE INSURANCE COMPANY, TRUSTEE, whose address is 3002 Colby Avenue, Suite 200, Everett, Washington 98201, and DARRELL ERLING JOHNSON and JOANN MCCOMAS JOHNSON, husband and wife, as beneficiary, whose address is 7070 92nd Avenue SE, Mercer Island, Washington 98040.

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

A PORTION OF TRACT E, "RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 1", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 27, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHERLY CORNER OF SAID TRACT E;
THENCE SOUTH 18°46' EAST ALONG THE WESTERLY LINE OF THE COUNTY ROAD, A DISTANCE OF 220.83 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 18°46' EAST A DISTANCE OF 106.14 FEET;
THENCE SOUTH 88°27' WEST A DISTANCE OF 201.12 FEET TO THE EASTERLY LINE OF A 60 FOOT COUNTY ROAD;
THENCE NORTH 11°53'30" WEST ALONG SAID ROAD A DISTANCE OF 105.44 FEET;
THENCE NORTH 88°27' EAST A DISTANCE OF 188.76 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF TRACT E, "RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 1", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 27, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID TRACT E; THENCE SOUTH 18°46' EAST, ALONG THE WESTERLY LINE OF THE COUNTY ROAD, A DISTANCE OF 326.97 FEET AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°27' WEST A DISTANCE OF 10 FEET;

THENCE SOUTH 18°46' EAST A DISTANCE OF 75 FEET;

THENCE NORTH 88°27' EAST A DISTANCE OF 10 FEET TO THE EAST LINE OF THE COUNTY ROAD;

THENCE NORTH 18°46' WEST, ALONG THE WESTERLY LINE OF THE COUNTY ROAD, A DISTANCE OF 75.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereby thereunto belonging or in any way appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and to secure payment of a note in the original principal amount totaling TWO HUNDRED TWENTY THOUSAND DOLLARS and 00/100 (\$220,000.00), with interest, and all future advances made by Beneficiary, and such other amounts as may be set forth 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 their 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 in full in accordance with the provisions of the Promissory Note of even date, or upon the sale of the subject property, whichever shall first occur. EEJ (Grantor's Initials)

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

I. To keep the property in good condition and repair; to permit no waste thereof, including; 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. The Beneficiary has the right to inspect the premises at all reasonable times to assure themselves that their investment is secure.

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 any encumbrances impairing the security of this Deed of Trust. Grantor represents and warrants that it will provide proof of payment of all taxes and assessments levied against the property on a semi-annual basis.

3. To keep all buildings now or hereafter placed 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 Deed of Trust. All policies shall be held by the Beneficiary and in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as their 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 purchase at the foreclosure sale. Grantor represents and warrants that it will provide proof of insurance as herein provided to the Beneficiary on not less than an annual basis.

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, non-judicial, 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 in a judicial or non-judicial foreclosure 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, within interest at the rate set forth in the note secured hereby, shall be added to become a part of the debt secured in this Deed of Trust.

7. 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.

8. 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.

9. The Trustee shall convey all of 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 Beneficiary or the person entitled thereto.

10. 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 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; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

11. 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 he 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 encumbrances for value.

12. 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, in which event Grantor may be liable for a deficiency.

13. 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 any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

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14. 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.

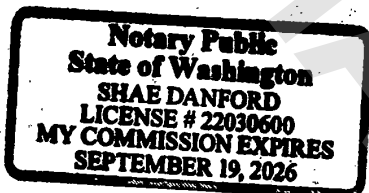
Eric Erling Johnson

ERIC ERLING JOHNSON

STATE OF WASHINGTON)
)ss.
COUNTY OF SKagit)

On this day, personally appeared before me, Eric Erling Johnson, to me known to be the individual described in and who acknowledged to me that he executed the within and foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8 day of May, 2023.



[Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at Burlington
My Commission Expires: 9/19/26