

**AFTER RECORDING MAIL TO:**

Name DellyRome LLC  
Address 1504 Marian Dr  
City/State Cle Elum, WA 98922

**Document Title(s):**

1. Deed of Trust, Security Agreement and fixture filing with Assignment of Leases and Rents

**Reference Number(s) of Documents Assigned or released:**

24-20213

**Grantor(s):**

1. Thomas Kearnes and Harmeet Gosal
2. [ ] Additional information on page of document

**Grantee(s):**

1. DellyRome LLC
- [ ] Additional information on page of document

**Trustee:**

1. First American Title Insurance Company

**Abbreviated Legal Description:**

Lot 4, REPLAT OF FIRST ADDITION BIG LAKE WATER FRONT TRACTS, LOTS 122 TO 127

**Tax Parcel Number(s):**

4222-000-004-0000/ P78689

[ ] Complete legal description is on page of document

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

**AFTER RECORDING  
PLEASE RETURN TO:**

Larson Law Firm PLLC  
999 N. Northlake Way  
Suite 213  
Seattle, WA 98103

**DEED OF TRUST, SECURITY AGREEMENT  
AND FIXTURE FILING WITH ASSIGNMENT  
OF LEASES AND RENTS**

THIS DEED OF TRUST is made effective as of March 8, 2024 between Thomas Kearnes and Harmeet Gosal, a married couple each as their separate estate, whose address is 788 Richards St. 806, Vancouver, BC V6B 3A4, Canada (jointly and separately referred to herein as "Grantor"), Larson Law Firm PLLC, as Trustee ("Trustee"), whose address is 999 N. Northlake Way, Suite 213, Seattle, WA 98103 and DellyRome LLC, as Beneficiary ("Beneficiary"), whose mailing address is 1504 Marian Dr., Cle Elum, WA 98922.

1. **Granting Clause.** Grantor irrevocably grants, bargains, sells and conveys to Trustee and its successors and assigns in trust, with power of sale and with right of entry and possession as provided herein, all of Grantor's right, title, interest, and estate in, to, and under the following (the "Property"):

Full legal description for the Property is attached hereto as Exhibit A.

The Assessor Parcel Number for the Property is P78689 / 4222-000-004-0000.

The physical address for the Property is 19349 West Big Lake Blvd., Mt. Vernon, WA 98274.

b. All buildings, structures, improvements, and fixtures now or hereafter attached to the real property described in Section 1(a) including, but not limited to, heating and incinerating apparatus and equipment, boilers, engines, motors, generating equipment, telephone and other communication systems, piping and plumbing fixtures, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, irrigation equipment, carpeting, underpadding, elevators, escalators, partitions, mantles, built-in mirrors, window shades, blinds, screens, storm sash, awnings, furnishings of public spaces, balls and lobbies, and shrubbery and plants. All property mentioned in this subparagraph shall be deemed part of the realty and not severable wholly or in part without material injury to the real property described in Section 1(a).

c. All rents, issues and profits of the real property described in Section 1(a), all existing and future leases of such real property (including extensions, renewals and subleases), all agreements for use and occupancy of such real property (all such leases and agreements whether written or

oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of such real property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to such real property, all proceeds payable as a result of exercise of an option to purchase such real property, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, all security deposits or other deposits for the performance of any lessee's obligations under the Leases, and all proceeds from any rights and claims of any kind which Grantor may have against any lessee under the Leases or any occupants of the real property described in Section 1(a) (all of the above are hereafter collectively referred to as the "Rents"). This subparagraph is subject to the right, power and authority given to the Grantor in Section 4(a) of this Deed of Trust to collect and use the Rents so long as Grantor is not in default.

**2. Obligations Secured.** This Deed of Trust secures the following ("Secured Obligations"):

a. Payment of all amounts owed from time to time by the Grantor to the Beneficiary including, but not limited to, that certain Promissory Note dated of even date hereto payable to Beneficiary or order made by Grantor evidencing an obligation in the original principal amount of Six Hundred Sixty Thousand and 00/100 Dollars (\$660,000.00).

b. Payment of all costs incurred by Beneficiary in connection with the preparation of this Deed of Trust, the Promissory Note or any other document prepared in connection with either of the foregoing.

The Promissory Note is hereinafter referred to as the "Note," which term shall include all renewals, amendments, modifications, restatements or extensions thereof and substitutions therefor. The Note and this Deed of Trust are hereinafter referred to as the "Loan Documents".

**3. Collection and Application of Rents.**

a. So long as Grantor is not in default under the Note, Grantor may collect the Rents as they become due and may use them for any purpose. No Rents shall be collected for a period subsequent to the current one-month rental period and first or last month's rent. Grantor's right to collect the Rents shall not constitute Beneficiary's consent to the use of cash Property in any bankruptcy proceeding.

b. If Grantor is in default under the Note or this Deed of Trust, then after expiration of any notice or cure period applicable to such default Beneficiary or its agents, or a court appointed receiver, may collect the Rents. In doing so, Beneficiary may (a) evict lessees for nonpayment of rent, (b) terminate in any lawful manner any tenancy or occupancy, (c) lease the Property in the name of the then owner on such terms as it may deem best and (d) institute proceedings against any lessee for past due rent. The Rents received shall be applied to payment of the costs and expenses of collecting the Rents, including a reasonable fee to any receiver or real property manager, operating expenses for the Property and any sums due or payments required under the Loan Documents, in such order as Beneficiary may determine. Any excess shall be paid to Grantor, however, Beneficiary may withhold from any excess a reasonable amount to pay sums anticipated to become due which exceed the anticipated future Rents. Beneficiary's failure to

collect or discontinue collection at any time shall not in any manner affect the existence of any default, the enforceability or sums owing on the Note or other Loan Documents, or the subsequent enforcement by Beneficiary of its rights to collect the Rents. The collection of the Rents shall not cure or waive any default that remains after application of the Rents to amounts owed under the Loan Documents. Any Rents paid to Beneficiary or a receiver shall be credited against the amount due from the lessees under any Leases. In the event any lessee under any Lease becomes the subject of any proceeding under the Bankruptcy Code or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Grantor covenants and agrees that in the event any of the Leases are so rejected, no damages settlement shall be made without the prior written consent of Beneficiary; any check in payment of damages for rejection or termination of any such Lease will be made payable both to the Grantor and Beneficiary; and Grantor hereby assigns any such payment to Beneficiary and Grantor will duly endorse to the order of Beneficiary any such check, the proceeds of which will be applied to any portion of the indebtedness secured hereunder in such manner as Beneficiary may elect.

**4. Warranty of Title.** Grantor warrants that it has good and marketable title to the Property, subject only to liens, encumbrances, easements, assessments, security interests, and other matters of record (the "Exceptions") and real estate taxes for the current year which are not yet due. Grantor will warrant and defend the validity and priority of the lien of this Deed of Trust, subject to the Exceptions and real estate taxes, against any claims or demands.

**5. Prohibited Liens and Encumbrances.**

a. Except as provided in the following subsection (b), Grantor shall not permit any liens (including tax, mechanic's or materialmen's liens) against the Property other than the Exceptions and Permitted Liens. As used herein, "Permitted Liens" means (1) liens for real estate taxes and assessments not yet due; (2) liens on any building, structure, improvement, or fixture that is not currently attached to the Property, solely for the purpose of financing the construction or acquisition of such building, structure, improvement, or fixture; (3) liens securing capital lease obligations on any building, structure, improvement, or fixture leased that is not currently attached to the real property described at Section 1(a) and which is now or hereafter leased by Grantor under a capital lease; and (4) liens permitted by the Loan Documents or approved by Beneficiary in writing.

b. Grantor will have the right to contest in good faith by an appropriate legal or administrative proceeding the validity of any prohibited lien, encumbrance or charge so long as (i) no default exists under the Loan Documents, (ii) Grantor first deposits with Beneficiary a bond or other security satisfactory to Beneficiary in the amount reasonably required by Beneficiary, but not more than one and one-half (1-1/2) (i.e., 150%) of the amount of the claim; (iii) Grantor timely commences contest of such lien, encumbrance or charge, and continuously pursues the contest in good faith and with due diligence; and (iv) Grantor pays any judgment rendered for the lien claimant or other third party within ten (10) days after the entry of the judgment. Grantor will discharge or elect to contest and post an appropriate bond or other security for any prohibited lien within twenty (20) days of written demand by Beneficiary.

c. Grantor shall not allow any encumbrances other than Permitted Liens to attach to the Property that would be senior to the encumbrance evidenced by this Deed of Trust.

**6. Payment of Taxes and Other Encumbrances.** Grantor shall pay all real estate taxes, assessments, and all other encumbrances, charges and liens affecting the Property, whether prior to or

subordinate to the lien of this Deed of Trust, when due. On request Grantor shall furnish evidence of payment of these items.

**7. Maintenance; No Waste.** Grantor shall protect and preserve the Property and maintain it in good condition and repair. Grantor shall do all acts and take all precautions which, from the character and use of the Property, are reasonable, proper or necessary to so maintain, protect and preserve the Property. Grantor shall not commit or permit any waste of the Property.

**8. Alterations, Removal and Demolition.** Grantor shall not remove or demolish any building or improvement on the Property without Beneficiary's prior written consent. Grantor shall not remove any fixture or other item of property which is part of the Property without Beneficiary's prior written consent unless the fixture or item of property is replaced by an article of equal suitability owned by Grantor free and clear of any lien or security interest.

**9. Completion, Repair and Restoration.** Grantor shall promptly complete or repair and restore in good workmanlike manner any building or improvement on the Property which may be constructed or damaged or destroyed and shall pay all costs incurred therefor. Prior to commencement of any construction Grantor shall submit the plans and specifications for Beneficiary's approval, which approval shall not be unreasonably withheld, and furnish evidence of sufficient funds to complete the work.

**10. Compliance with Laws.** Grantor shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property, and shall not commit or permit any act upon or concerning the Property in violation of any such laws, ordinances, regulations, covenants, conditions, and restrictions.

**11. Impairment of Property.** Grantor shall not, without Beneficiary's prior written consent, change the general nature of the occupancy of the Property, initiate, acquire or permit any change in any public or private restrictions (including without limitation a zoning reclassification) limiting the uses which may be made of the Property, or take or permit any action which would impair the Property or Beneficiary's lien or security interest in the Property.

**12. Inspection of Property.** Beneficiary and/or its representative may inspect the Property at reasonable times after reasonable notice.

**13. Defense of Property.** Grantor shall appear in and defend any action or proceeding which may affect the Property or the rights or powers of Beneficiary or Trustee. If Grantor fails to do so, then Beneficiary may commence, appear in, and defend any such action or proceeding. If Grantor fails to make any payment or do any act required under this Deed of Trust, then after expiration of any notice or cure period applicable to such default, Beneficiary, without any obligation to do so and without releasing any party from any obligations under the Loan Documents, may make the payment or cause the act to be performed in such manner and to such extent as Beneficiary may reasonably deem necessary to protect the Property. Beneficiary is authorized to enter upon the Property for such purposes. In exercising any of these powers Beneficiary may incur such expenses which it reasonably deems necessary.

**14. Hazardous Substances.** For purposes of this Deed of Trust, the term "hazardous or toxic waste or substances" means any chemical, substance or material classified or designated as hazardous, toxic or radioactive, or similar term, and now or hereafter regulated under any applicable federal, state or local statute, regulation or ordinance or requirement, now or hereafter in effect, pertaining to environmental

protection, contamination or cleanup. Grantor shall promptly comply, at Grantor's expense, with all statutes, regulations and ordinances which apply to Grantor or the Property, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction which Grantor is bound by, relating to the use, collection, storage, treatment, control, removal or cleanup of hazardous or toxic substances in, on, under, over or about the Property or in, on, under, over or about any adjacent property that becomes contaminated with hazardous or toxic substances as a result of Grantor's construction, operations or other activities on, or the contamination by Grantor of, the Property.

**15. Insurance.** Unless waived by Beneficiary in writing, Grantor shall maintain insurance coverage as set forth in this section:

a. Grantor shall maintain insurance on the Property with premiums prepaid providing replacement cost coverage and insuring against loss by fire and such other risks covered by standard coverage insurance, with minimum coverage equal to lesser of the fair market value of the Property or the amount owed on the Obligations. Grantor shall also maintain comprehensive general public liability insurance. All insurance shall be with companies reasonably satisfactory to Beneficiary. If requested, Grantor shall deliver copies of all policies to Beneficiary.

b. In the event of foreclosure of this Deed of Trust all interest of Grantor in any insurance policies pertaining to the Property and in any claims against the policies and in any proceeds due under the policies shall pass to Beneficiary.

c. If Grantor fails to maintain required insurance, or fails to pay the premiums with respect to any such insurance, Beneficiary may, but is not required to, obtain replacement insurance, or pay the necessary premium on behalf of Grantor, and any sums expended by Beneficiary in so doing shall be added to principal and bear interest set forth in the Note.

**16. Damages and Condemnation and Insurance Proceeds.**

a. Grantor hereby absolutely and irrevocably assigns to Beneficiary, the following claims, causes of action, awards, payments and rights to payment to the extent of amounts then owing on the Secured Obligations: (1) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it; and (2) all other awards for damage or injury to or decrease in value of all or part of the Property or any interest in it; and (3) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property; and (4) all interest which may accrue on any of the foregoing.

b. Grantor shall immediately notify Beneficiary in writing if: (1) any damage occurs or any injury or loss is sustained in the amount of \$25,000 or more to all or part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or (2) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property. Beneficiary, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Grantor in adjusting any loss covered by insurance.

c. Except as provided in the following subparagraph (d), all proceeds of these assigned claims ("Proceeds") shall be paid to Beneficiary and applied to the Secured Obligations.

d. If each and all of the following conditions are satisfied, then Beneficiary may consent to allow to Grantor to receive payment of, and to use, the Proceeds to pay costs of repairing or reconstructing the Property in the manner described below. Beneficiary's consent must be given in writing. In addition, Beneficiary's consent may be withheld for any or no reason, and may be conditioned in any manner, each in Beneficiary's sole discretion.

(1) The plans and specifications, cost breakdown, construction contract, construction schedule, contractor and payment and performance bond for the work of repair or reconstruction must all be reasonably acceptable to Beneficiary.

(2) Beneficiary must receive evidence reasonably satisfactory to it that after repair or reconstruction, the value of the Property would be increased by at least as much as the cost of repair or reconstruction.

(3) The Proceeds must be sufficient to pay for the total cost of repair or reconstruction, including all associated development costs; or Grantor must provide its own funds in an amount equal to the difference between the Proceeds and a reasonable estimate, made by Grantor and reasonably acceptable by Beneficiary, of the total cost of repair or reconstruction.

(4) Beneficiary must receive evidence reasonably satisfactory to it that all leases which it may find acceptable will continue after the repair or reconstruction is complete.

(5) Beneficiary has received evidence reasonably satisfactory to it, that reconstruction and/or repair can be completed prior to the date the Note secured by this Deed of Trust is due and payable.

(6) No default under any of the Loan Documents shall have occurred and be continuing.

**17. Accelerating Transfers.** "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, transfer of full possessory rights, or other transfer of all or any material part of the Property or any interest in it, whether voluntary, involuntary, by operation of law or otherwise and whether or not for record or for consideration, but not including a sale or other transfer to an Affiliate. As used in this Deed of Trust, "affiliate" means any entity that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with Grantor, including without limitation any member of Grantor. Grantor agrees that Grantor shall not make any Accelerating Transfer unless the transfer is preceded by Beneficiary's express written consent to the particular transaction and transferee, which consent shall not be unreasonably withheld. If any Accelerating Transfer occurs without Beneficiary's prior written consent, Beneficiary in its sole discretion may declare all sums secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any rights and remedies provided herein. This provision shall apply to each and every Accelerating Transfer regardless of whether or not Beneficiary has consented or waived its rights, whether by action or nonaction, in connection with any previous Accelerating Transfer(s).

**18. Release of Parties or Property.** Without affecting the obligations of any party under the Loan Documents and without affecting the lien of this Deed of Trust, Beneficiary and/or Trustee may, without notice (a) release Grantor and/or any other party now or hereafter liable for any of the Secured

Obligations (including guarantors), (b) release all or any part of the Property, (c) subordinate the lien of this Deed of Trust, (d) take and/or release any other security for or guarantees of the Secured Obligations, (e) grant an extension of time for performance of the Secured Obligations, (f) modify, waive, forbear, delay or fail to enforce any of the Secured Obligations, and (g) sell or otherwise realize on any other security or guaranty prior to, contemporaneously with or subsequent to a sale of the Property. Any subordinate lienholder shall be subject to all such releases, extensions or modifications without notice to or consent from the subordinate lienholder.

**19. Default; Remedies.** Grantor will be in default under this Deed of Trust if (i) Grantor fails to comply with any term or condition of this Deed of Trust and such failure continues for the applicable cure period provided for in the following Section 19; (ii) Grantor fails to make any payment when due under the Note, and such failure continues for the longer of the applicable cure period provided for in the following Section 20 or any applicable cure period provided for in the Note, whichever is longer; (iii) any representation or warranty contained in the Note or this Deed of Trust proves to be false and is not made true within the applicable cure period provided for in the following Section 20; (iv) Grantor fails to pay his, her or its debts generally as they become due, or files a petition or action for relief under any bankruptcy, reorganization or insolvency laws or makes an assignment for the benefit of creditors; and (v) an involuntary petition is filed against Grantor under any bankruptcy, reorganization or other insolvency laws, or a custodian, receiver or trustee is appointed to take possession, custody or control of the Property, and such petition or appointment is not set aside, withdrawn or dismissed within sixty (60) days from the date of filing or appointment.

In the event of a default Beneficiary may declare all amounts owed under the Loan Documents immediately due and payable and/or exercise its rights and remedies under the Loan Documents and applicable law including foreclosure of this Deed of Trust judicially or non-judicially by the Trustee pursuant to the power of sale. Beneficiary's exercise of any of its rights and remedies shall not constitute a waiver or cure of a default. Beneficiary's failure to enforce any default shall not constitute a waiver of the default or any subsequent default. In the event of foreclosure, all of Beneficiary's costs and expenses including Trustee's and reasonably attorneys' fees (including reasonable attorneys' fees for any appeal, bankruptcy proceeding or any other proceeding) shall be recoverable by Grantor out of the proceeds of sale.

**20. Notice and Opportunity to Cure.** Notwithstanding any other provision of this Deed of Trust, Grantor shall not be default, and Beneficiary may not exercise any rights available in the event of a default, unless Beneficiary complies with the requirements of this section. In the event of a monetary default, Beneficiary shall give Grantor ten (10) days written notice specifying the nature of the default. In the case of a non-monetary default, Beneficiary shall give Grantor thirty (30) days written notice specifying the nature of the default and affording an opportunity to cure; provided, that if the default is such as to reasonably require more than 30 days to cure, Grantor shall have as long as is reasonably necessary to effect a cure, so long as Grantor has commenced action to cure and is proceeding to cure the default with due diligence. A monetary default is defined as a failure to perform any obligation to pay money which arises under the Loan Documents. A nonmonetary default is defined as a failure to perform any obligation under the Loan Documents other than one to pay money. For purposes of written notice, email and facsimile constitute written notice.

**21. Cumulative Remedies.** To the extent allowed by law, all Beneficiary's and Trustee's rights and remedies specified in the Loan Documents are cumulative, not mutually exclusive and not in substitution for any rights or remedies available in law or equity. Without limiting the preceding sentence, and without waiving its rights in the Property, Beneficiary may proceed against any other security or



guaranty for the Secured Obligations, in such order and manner as Beneficiary may elect. The commencement of proceedings to enforce a particular remedy shall not preclude the simultaneous commencement of proceedings to enforce a different remedy or the discontinuance of the proceedings and the commencement of proceedings to enforce a different remedy. Without limiting the generality of the foregoing, Beneficiary shall be entitled to commence simultaneous judicial and nonjudicial proceedings to foreclose the Property or any part of it.

**22. Entry.** After a default, Beneficiary, in person or by agent may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing all of Grantor's or the then owner's books and records relating to the Property; entering into, enforcing, modifying, or cancelling Leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing, modifying, and collecting Rents; completing any unfinished construction; and/or contracting for and making repairs and alterations.

**23. Foreclosure of Lessee's Rights; Subordination.** Beneficiary shall have the right, at its option, to foreclose this Deed of Trust subject to the rights of any lessees of the Property. Beneficiary's failure to foreclose against any lessee shall not be asserted as a claim against Beneficiary or as a defense against any claim by Beneficiary in any action or proceeding. Beneficiary at any time may subordinate this Deed of Trust to any or all Leases except that Beneficiary shall retain its priority claim to any condemnation or insurance proceeds.

**24. Repairs During Redemption.** In the event of a judicial foreclosure the purchaser during any redemption period may make such repairs and alterations to the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring of the Property. Any sums so paid, together with interest from the date of the expenditure at the rate provided in the judgment, shall be added to the amount required to be paid for redemption of the Property.

**25. Reconveyance After Payment.** Upon written request of Beneficiary stating that all obligations secured by this Deed of Trust have been paid, Trustee shall reconvey, without warranty, the Property then subject to the lien of this Deed of Trust. The recitals in any reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto." Grantor shall pay any costs, Trustee's fees and recording fees incurred in so reconveying the Property.

**26. Nonwaiver of Terms and Conditions.** Beneficiary's failure to require prompt enforcement of any required obligation under this Deed of Trust shall not constitute a waiver of the obligation due or any subsequent required performance of the obligation. No term or condition of this Deed of Trust may be waived, modified or amended except by a written agreement signed by Grantor and Beneficiary. Any waiver of any term or condition of this Deed of Trust shall apply only to the time and occasion specified in the waiver and shall not constitute a waiver of the term or condition at any subsequent time or occasion.

**27. Waivers by Grantor.** Without affecting any of Grantor's obligations under this Deed of Trust, Grantor waives the following:

a. Any right to require Beneficiary to proceed against any specific party liable for sums due under the Loan Documents or to proceed against or exhaust any specific security for sums due under the Loan Documents.

b. Notice of new or additional indebtedness of any other party liable for sums due under the Loan Documents to Beneficiary.

c. Any defense arising out of Beneficiary entering into additional financing or other arrangements with any party liable for sums due under the Note not relating to the Property and any action taken by Beneficiary in connection with any such financing or other arrangements or any pending financing or other arrangements not related to the Property.

d. Any defense arising out of the absence, impairment, or loss of any or all rights of recourse, reimbursement, contribution or subrogation or any other rights or remedies of Beneficiary against any party liable for sums due under the Loan Documents or any Property.

e. Any obligation of Beneficiary to see to the proper use and application of any proceeds advanced pursuant to the Loan Documents.

**28. Right of Subrogation.** Beneficiary is subrogated to the rights, whether legal or equitable, of all beneficiaries, mortgagees, lienholders and owners directly or indirectly paid off or satisfied in whole or in part by any proceeds advanced by Beneficiary under the Loan Documents, regardless of whether these parties assigned or released of record their rights or liens upon payment.

**29. Joint and Several Liability.** If there is more than one Grantor of this Deed of Trust, their obligations hereunder are joint and several.

**30. Maximum Interest Rate.** If any payment of interest, fees and/or charges under the Loan Documents shall exceed the maximum amounts permitted by any applicable law of the State of Washington, then the payment made or to be made shall be reduced so that in no event shall any obligor pay or Beneficiary receive an amount in excess of the maximum amount permitted by any applicable law. If Beneficiary receives an excess amount, it shall be treated as a prepayment of principal or shall be returned to the payor, at Beneficiary's option.

**31. Substitution of Trustee.** Beneficiary may at any time discharge the Trustee and appoint a successor Trustee who shall have all of the powers of the original Trustee.

**32. Notices.** Any notice given by Grantor, Trustee or Beneficiary shall be in writing and personal delivered or mailed, postage prepaid with return receipt requested, to the party at the address set forth above, or to such other address as the party may hereafter direct in writing. Notice shall be effective upon receipt.

**33. Invalidity of Terms and Conditions.** If any term or condition of this Deed of Trust is found to be invalid, the invalidity shall not affect any other term or condition of the Deed of Trust and the Deed of Trust shall be construed as if not containing the invalid term or condition.

**34. Rules of Construction.** This Deed of Trust shall be construed so that, whenever applicable, the use of the singular shall include the plural, the use of the plural shall include the singular,

and the use of any gender shall be applicable to all genders and shall include corporations, partnerships and limited partnerships. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns.

**35. Section Headings.** The headings to the various sections have been inserted for convenience of reference only and shall not be used to construe this Deed of Trust.

**36. Waiver of Jury Trial.** Grantor and Beneficiary hereby irrevocably waive all rights to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Deed of Trust or any other agreement entered into in connection therewith, any of the transactions contemplated thereby or any of the actions of any party in the negotiation, administration, performance or enforcement thereof.

**37. Waiver of Marshalling.** Notwithstanding the existence of any other security interests in the Property pledged as security for the repayment of the obligations set forth in the Loan Documents held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order which any or all of the Property shall be subjected to the remedies provided for in any document evidencing the Beneficiary's security interest. Beneficiary shall have the right to determine the order in which any or all proportions of the indebtedness owed to Beneficiary are satisfied from the proceeds realized upon the exercise of the remedies granted to Beneficiary. Grantor, any party who consents to the security interest of Beneficiary and any party who now or hereafter acquires a security interest in any of the Property pledged to Beneficiary as security for repayment of the obligations set forth in the Loan Documents and who has actual or constructive notice hereof hereby waives any and all right to require the marshaling of assets in connection with the exercise of any remedy Beneficiary has under the Loan Documents, any other document between Beneficiary and Grantor or as permitted by applicable law.

**38. Applicable Law.** This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Washington.

**39. Maturity Date.** The maturity date of this Deed of Trust, for purposes of or any similar statute, shall occur upon the full satisfaction of all indebtedness and other obligations secured by this Deed of Trust, or seventy-five (75) years from the execution of this Instrument, whichever is earlier.

**40. Scanned Signatures.** Scanned signature shall have the same effect as original signatures.

**41. Property Not Principally for Agricultural Use.** The Grantor, by signing below, hereby warrants and represents that the Property will not be used principally for agricultural purposes pursuant to RCW 61.24.030(2).

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

GRANTOR:

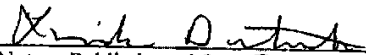
By: 

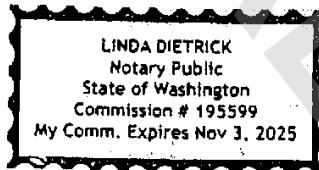
Name: Thomas Kearnes

Date: MARCH 13, 2024STATE OF WA.Skagit County) ) ss.  
) )

On this 13 day of March, 2024, before me, a Notary Public in and for the State of Washington, personally appeared Thomas Kearnes to me known to be the Grantor, and acknowledged said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

  
Notary Public in and for Skagit Cty, WA.  
Residing at Skagit Cty  
My commission expires: 11/03/2025



## GRANTOR:

By: [Signature]  
Name: Harmeet Gosal

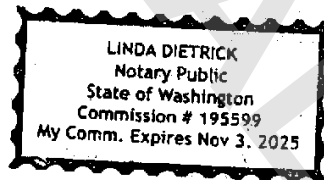
Date: MARCH 13, 2024

STATE OF WA )  
Skagit County ) ss.

On this 13<sup>th</sup> day of March, 2024, before me, a Notary Public in and for the State of Washington, personally appeared Harmeet Gosal to me known to be the Grantor, and acknowledged said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Signature]  
Notary Public in and for WA.  
Residing at Skagit Cty.  
My commission expires: 11/03/2025



**Exhibit A**

LOT 4, "REPLAT OF FIRST ADDITION, BIG LAKE WATER FRONT TRACKS, LOTS 122 TO 127", AS  
PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 3, RECORDS OF SKAGIT COUNTY,  
WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON