

When recorded return to:

Keith Wilson and Lynsi Wilson
10371 S Bedrock Lane
Sandy, UT 84092

DEED OF TRUST

(For use in the State of Washington only)

Reference No.: 212614-LT

THIS DEED OF TRUST, made this 9th day of July, 2024 between

Connor Atkinson and Whitney Atkinson, a married couple,
as GRANTOR(S),
whose address is 8221 19th Avenue Northeast, Seattle, WA 98115

and

Land Title and Escrow Company
as TRUSTEE,
whose address is 111 E George Hopper Road Burlington, WA 98233

and

Keith Wilson and Lynsi Wilson, a married couple
as BENEFICIARY,
whose address is 10371 S Bedrock Lane Sandy, UT 84092

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:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated Legal: (Required if full legal not inserted above.)

Ptn SE SW, 2-34-3 E W.M.

Tax Parcel Number(s): 340302-3-004-0104/P21040

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 ONE MILLION FOUR HUNDRED FIVE THOUSAND AND 00/100 Dollars (\$1,405,000.00) 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.

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 on September 5, 2029.

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. **DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.)** The property described in this security instrument 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.

WA

CA

Grantor initials

Beneficiary initials

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Beneficiary initials

8. **NO FURTHER ENCUMBRANCES:** (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.). As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor 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 Trust Estate or any interest therein without the written consent of a 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 or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

Grantor initials



Beneficiary initials

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(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.

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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. ADDITIONAL TERMS AND CONDITIONS: (check one)
- a. ☒ None
- b. ☐ As set forth on the attached Exhibit _____ which is incorporated by this reference

(Note: If neither "a" nor "b" is checked, then option "a" applies.)

[Signature]
Connor Atkinson

[Signature]
Whitney Atkinson

STATE OF WASHINGTON
COUNTY OF SKAGIT King

Signed and sworn to (or affirmed) before me on this 25 day of July, 2024 by Connor Atkinson and Whitney Atkinson.

[Signature]
Signature

Notary Public
Title

My appointment expires: 4-22-25

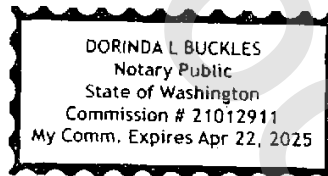


EXHIBIT A LEGAL DESCRIPTION

Property Address: 12904 Eagle Drive, Burlington, WA 98233
Tax Parcel Number(s): 340302-3-004-0104/P21040

Property Description:

PARCEL "A":

The West 300 feet of that portion of the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 34 North, Range 3 East W.M., which lies South of the Westerly projection of the South line of that certain 40 feet wide private road which lies South of, and adjacent to Lot 25 in the Plat of "COUNTRY CLUB ADDITION NO. 2," as per plat recorded in Volume 8 of Plats, pages 78 and 79, records of Skagit County, Washington, EXCEPT the South 20 feet thereof as the Ovenell County Road, AND EXCEPT the following described tract:

Beginning at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 2 from which the South quarter corner bears South 89°36'00" East a distance of 1323.94 feet;
thence South 89°36'00" East along the South line of the Southeast 1/4 of the Southwest 1/4 of said Section 2 a distance of 300.00 feet;
thence North 0°52'37" West parallel with the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 2 a distance of 291.50 feet to the true point of beginning;
thence North 89°36'00" West parallel with the South line of the Southeast 1/4 of the Southwest 1/4 a distance of 40.52 feet to the beginning of a curve to the right having a radius of 163.05 feet;
thence along the arc of said curve to the right through a central angle of 28°40'41" for an arc length of 81.61 feet;
thence South 89°36'00" East a distance of 118.31 feet to the Northeast corner of that certain tract of land conveyed to Kirk Wilson, et ux, by deed recorded May 18, 1972, under Auditor's File No. 768442 and to a point which bears North 0°52'37" West from the true point of beginning;
thence South 0°52'37" East a distance of 20.00 feet to the true point of beginning.

The above described tract of land is shown as a portion of Tract "B" of Short Plat No. 31-72, as approved May 9, 1972.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southeast 1/4 of the Southwest 1/4 of Section 2, Township 34 North, Range 3 East, W.M., being more particularly described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 2 from which the South quarter corner bears South 89°36'00" East a distance of 1323.94 feet;
thence South 89°36'00" East along the South line of the Southeast 1/4 of the Southwest 1/4 of said Section 2, a distance of 300.00 feet;
thence North 0°52'37" West parallel with the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 2, a distance of 311.50 feet to the Northeast corner of that certain tract of land conveyed to Kirk Wilson, et ux, by deed recorded May 18, 1972, under Auditor's File No. 768442;
thence North 89°36' West along the North line of said Kirk Wilson tract a distance of 118.31 feet to the true point of beginning;
thence continue North 89°36' West a distance of 56.66 feet;
thence North 41°26'03" East a distance of 33.61 feet to a point on a curve to the left; the radius point of said curve bears North 44°11'33" East a distance of 163.05 feet;
thence along the arc of said curve to the left in a Southeasterly direction through a central angle of 15°06'52" an arc

length of 43.01 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

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 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: ____/____/____