

WHEN RECORDED RETURN TO:  
Steven L. Smith, Jr.  
1009 Poplar  
Wenatchee, WA 98801

**DEED OF TRUST**

Reference No(s): N/A

Grantor(s): JORDAN DANIEL BURKE

Grantee(s): RUSSELL MARTIN BURKE

Legal Desc.: (0.4000 ac) (TITLE ELIMINATION AF#9710060079 FOR MANUFACTURED HOME 1990 SPRING 52X28 VIN#IR910255ZAB) LOT 4 OF SEDRO-WOOLLEY SHORT PLAT NUMBER SW 4-88, AS APPROVED DECEMBER 16, 1988, AND RECORDED DECEMBER 28, 1988 IN VOLUME 8 OF SHORT PLATS, PAGE 101, UNDER AF#8812280001, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOT 19, PLAT OF STATE STREET ADDITION TO SEDRO, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 61, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Parcel No(s): P77275 /4173-000-019-0309

**THIS DEED OF TRUST**, made this 28<sup>th</sup> day of August 2025, between **JORDAN DANIEL BURKE**, GRANTOR, whose address is 1214 Railroad Ave., Sedro-Woolley WA 98284, **Land Title and Escrow or Skagit County**, TRUSTEE, whose address is 111 E George Hopper Road, Burlington WA, and **Russell Martin Burke** GRANTEE, whose address is 1214 Railroad Ave., Sedro-Woolley WA 98284.

**WITNESSETH:** GRANTORS hereby convey to Trustee in Trust, with power of sale, the following described real property in ~~Chelan~~ **Skagit** County, Washington:

(0.4000 ac) (TITLE ELIMINATION AF#9710060079 FOR MANUFACTURED HOME 1990 SPRING 52X28 VIN#IR910255ZAB) LOT 4 OF SEDRO-WOOLLEY SHORT PLAT NUMBER SW 4-88, AS APPROVED DECEMBER 16, 1988, AND RECORDED DECEMBER 28, 1988 IN VOLUME 8 OF SHORT PLATS, PAGE 101, UNDER AF#8812280001, RECORDS OF SKAGIT COUNTY,

WASHINGTON; BEING A PORTION OF LOT 19, PLAT OF STATE STREET ADDITION TO SEDRO, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 61, RECORDS OF SKAGIT COUNTY, WASHINGTON.

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 is for the purpose of securing performance of each agreement of GRANTORS herein contained, and payment of the account receivable owed to GRANTEE by Jordan Daniel Burke, said account totaling **\$370,000** as of the date of execution of this instrument and accruing simple interest at the rate of 4% per annum, per written agreement.

To protect the security of this Deed of Trust, GRANTORS covenant and agree:

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 GRANTEE and be in such companies as the GRANTEE may approve and have loss payable first to the GRANTEE, as its interest may appear, and then to the GRANTORS. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the GRANTEE shall determine. Such application by the GRANTEE shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the GRANTORS 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 GRANTEE 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 GRANTEE 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 attorney's fees actually incurred, as provided by statute.
6. Should GRANTORS fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, GRANTEE 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 GRANTORS and GRANTEE)** The property described in this security instrument may not be sold or transferred without the GRANTEE's consent. Upon breach of this provision, GRANTEE may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

JB : GRANTOR: Jordan Daniel Burke Initials

RB : GRANTEE: Russell Martin Burke. 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 hereby, shall be paid to GRANTEE to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, GRANTEE 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 GRANTORS and the GRANTEE, or upon satisfaction of the obligation secured and written request for reconveyance made by the GRANTEE or the person entitled thereto.

4. Upon default by GRANTORS 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 GRANTEE. In such event and upon written request of GRANTEE, 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.

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 GRANTORS 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.

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; GRANTEE may cause this Deed of Trust to be foreclosed as a mortgage.

