

WHEN RECORDED RETURN TO:

BAILEY, DUSKIN, PEIFFLE & MARTIN, PS
P.O. Box 188
103 North Street
Arlington, WA 98223

DEED OF TRUST

400058-LT

REFERENCE NO.:

GRANTOR:

GRANTEES:

BRYCE K. DUSKIN, a married man as his separate property
THOMAS HOWARD MINIFIE and GINA LEE MINIFIE, as Trustees of THE
THOMAS HOWARD MINIFIE and GINA LEE MINIFIE REVOCABLE
LIVING TRUST AGREEMENT dated November 23, 2022

LEGAL (abbrev.):

TAX PARCEL NO.:

Ptn. GL 3, Sec. 36-34-4 EWM
P29913, Property ID#340436-0-039-0017

THIS DEED OF TRUST, made this 3rd day of September, 2025, between BRYCE K. DUSKIN, a married man as his separate property, Grantor, whose address is 22397 Bulson Road, Mt. Vernon, WA 98274, and Land Title & Escrow Company, Trustee, whose address is 111 E. George Hopper Road, Burlington, WA 98233, and THOMAS HOWARD MINIFIE and GINA LEE MINIFIE, as Trustees of THE THOMAS HOWARD MINIFIE and GINA LEE MINIFIE REVOCABLE LIVING TRUST AGREEMENT dated November 23, 2022, Beneficiary, whose address is 23154 Lanyard Lane, Mt. Vernon, WA 98274.

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

Parcel A:

That portion of Government Lot 3, Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the point of intersection of the East line of the 60-foot County Road, with the North line of said Government Lot 3;

thence South 26°05'30" West along said road 81.20 feet;

thence South 59°11'30" East for 166.09 feet to the true point of beginning for this description;

thence South 80°16' East for 53.64 feet to a point in an existing fence line;

thence South 61°19'30" East along said fence 234 feet, more or less, to the Westerly shore of Big Lake;

thence Northerly along said shore-line 62 feet, more or less, to a point which is 236 feet Southerly (as measured along said shore-line)

from the North line of Government Lot 3;

thence North 61°19'30" West for 222 feet, more or less, to the Southeast line of a private road;

thence South 26°05'30" West along said private road for 35.06 feet;

thence South 78°10' West along said private road for 65.26 feet to the true point of beginning, Situate in the County of Skagit, State of Washington.

Parcel B:

A non-exclusive easement for ingress and egress over that certain private driveway as more fully described and set forth in Document recorded under Auditor's File No. 9308100093, records of Skagit County, Washington. Situate in the County of Skagit, State of Washington.
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

TAX Parcel P29913, Property ID: 340436-0-039-0017

which 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 Grantor herein contained, and payment of the sum of One Million Five Hundred Eighty Thousand Dollars [\$1,580,000.00] with interest, in accordance with the terms of a Deed of Trust 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.

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

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 all 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. 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 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 Grantors 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 Grantor agrees he shall not engage in any significant remodeling activity (for purposes of this paragraph, meaning remodeling at an expense greater than \$25,000.00 total) on the property without the prior written consent of the Beneficiary during the term of this Deed of Trust. Notwithstanding the foregoing, the Beneficiary consents to the Grantor installing electrical improvements to the property for the purposes of serving Maker's personal vehicles.

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 of the award as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. 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.

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

4. If all or any part of the property or an interest therein is sold or transferred by Grantor without the Beneficiary's prior written consent, excluding a) the creation of a lien or encumbrance subordinate to this Deed of Trust; b) the creation of a purchase money security interest on household appliances; c) a transfer by devise, decedent, or by operation of law upon the death of a joint tenant; or d) the grant of any leasehold interest of three years or less not containing an option to purchase, Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Deed of Trust to be immediately due and payable.

5. 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. 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.

6. 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 their execution of this Deed of Trust, and such as they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of the 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.

7. 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.

8. 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

