

Filed for Record at Request of:
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Limitless Law PLLC
1313 East Maple Street Suite 400
Bellingham, WA 98225

GNW 23-17856

DEED OF TRUST

Grantors:	BROOK LANDERS AND DEREK SMITH
Grantees:	MARILYN MERS-HARDISON AND RUSSELL HARDISON
Abbreviated Legal:	N P TO ANACORTES, BLOCK 102, LOT 5 TO 8
Full Legal:	Page 6
Tax Parcel Number:	3809-102-008-0003 / P58167

THIS DEED OF TRUST, made this 14th day of March, 2023, between **BROOK LANDERS** and **DEREK SMITH**, a married couple, GRANTORS, whose address is 4805 Cypress Drive, Anacortes, WA 98221, **GUARDIAN NORTHWEST TITLE AND ESCROW OF ANACORTES**, TRUSTEE, whose address is 3202 Commercial Ave, Anacortes, WA 98221; and **MARILYN MERS-HARDISON and RUSSELL HARDISON**, a married couple, GRANTEES, whose address is 4015 Peters Lane, Anacortes, WA 98221;

WITNESSETH: GRANTORS hereby bargain, sell, and convey to TRUSTEE in trust, with power of sale, the real property in Skagit County, Washington legally described in the attached Exhibit A, which is incorporated by reference (the "Property").

This Deed is for the purpose of securing performance of each agreement of GRANTORS herein contained, and payment of the principal sum of THREE HUNDRED FIFTY NINE THOUSAND DOLLARS (\$359,000.00), or as much as may be outstanding, with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to GRANTEES, or order, and made by GRANTORS, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by GRANTEES to GRANTORS, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

The property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

As further security for the payment of all indebtedness herein mentioned, all GRANTORS' rents and profits of the Property and the right, title, and interest of GRANTORS in and under all leases nor or hereafter affecting the Property, are hereby assigned and transferred to GRANTEES.

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 the Deed of Trust. All policies shall be held by GRANTEES and be in such companies as GRANTEES may approve and have loss payable first to GRANTEES, as their interest may appear, and then to GRANTORS. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as GRANTEES shall determine. Such application by GRANTEES shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of 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 GRANTEES or TRUSTEE, and to pay all costs and expenses, including costs of title search and attorneys' fees in a reasonable amount in any such action or proceeding, and in any suit brought by GRANTEES 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 TRUSTEE incurred in enforcing the obligation secured hereby and TRUSTEE'S and attorneys' 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, GRANTEES 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. In the event that GRANTORS should sell or transfer all or any portion of the Property, GRANTEES may declare a default, and if so, the entire unpaid balance due under the Promissory Note shall be immediately due and payable.

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 GRANTEES to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, GRANTEES do not waive their right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. 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 GRANTORS and GRANTEES, or upon satisfaction of the obligation secured and written request for reconveyance made by GRANTEES or the person entitled thereto.

4. Upon default by GRANTORS in 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 GRANTEES. In such event and upon written request of GRANTEES, 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: (a) to the expense of the sale, including reasonable TRUSTEE'S fees and attorneys' fees; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto. To the extent permitted by law, without limitation, GRANTEES may seek and obtain a deficiency judgment following the completion of a judicial foreclosure or a trustee sale of all or a portion of the security for the obligations secured by this Deed of Trust.

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

7. In the event of the death, incapacity, disability or resignation of TRUSTEE, GRANTEES 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. 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 GRANTORS, TRUSTEE or GRANTEES shall be a party unless TRUSTEE brings such action or proceeding.

8. 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 "GRANTEES" shall mean the holder and owner of the Note secured hereby, whether or not named as GRANTEES herein.

GRANTORS:

DATED: 3/14/2023

[Signature]
BROOK LANDERS

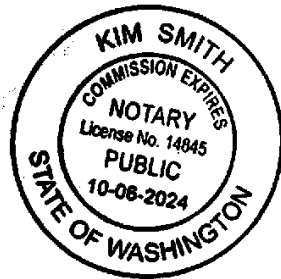
DATED: 3/14/23

[Signature]
DEREK SMITH

STATE OF WASHINGTON)
COUNTY OF Snohomish) ss.

On this day personally appeared before me **BROOK LANDERS** and **DEREK SMITH**, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14 day of March, 2023.



Kim Smith
Print name: Kim Smith
Notary Public in and for the State of Washington
My Commission expires: 10-06-2024

EXHIBIT A
LEGAL DESCRIPTION

Tax Parcel Number 3809-102-008-0003 / P58167:

LOT 5 THROUGH 8, BLOCK 102, "NORTHERN PACIFIC ADDITION TO ANACORTES", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 9 THROUGH 11, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Property Address: 2611 Oakes Avenue, Anacortes, WA 98221

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, 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: _____

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