

After Filing Return To:
Kathy Gilman
Northwest Access Fund
P.O. Box 55759
Shoreline, Washington 98155



202306020027

06/02/2023 09:22 AM Pages: 1 of 5 Fees: \$208.50
Skagit County Auditor

DEED OF TRUST

Grantor(s):

1. **Kelly Ellen Moss**

Grantee(s):

1. **Northwest Access Fund**

Trustee:

1. **Rainier Title**

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

**(0.4700 ac) DK 12: LOT 1, BURLINGTON SHORT PLAT BU 2-02 AF#200210280240, BEING
A PORTION OF TRACT 35. Burlington Acreage Property**
SW Quarter Section 33 Township 35 Range 04

Assessor's Property Tax Parcel Account Number(s): P62482

Reference Numbers of Documents Assigned or Released (if applicable):

Additional reference numbers on page ____ of document

DEED OF TRUST

THIS DEED OF TRUST is made this 11th day of April, 2023, by Owner, Kelly Ellen Moss, whose address is 1735 E. Fairhaven Ave., Burlington, WA 98233, in favor of Rainier Title, Trustee, whose address is 1501 4th Avenue, Suite 300, Seattle, WA 98101; for the benefit of NORTHWEST ACCESS FUND its successors and assigns, Beneficiary, at its above named address.

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

(0.4700 ac) DK 12: LOT 1, BURLINGTON SHORT PLAT BU 2-02 AF#200210280240, BEING A PORTION OF TRACT 35.

which currently has the address of 1735 E. Fairhaven Ave., Burlington, WA 98233

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of \$12,759.74 with interest, in accordance with the terms of the promissory notes 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, of any of its successors, heirs, or assigns, together 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 loss by fire or other hazards in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and, at Beneficiary's request, have loss payable to the Beneficiary as its

interest may appear. 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 proceeding 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. To promptly and fully perform all of the obligations of the mortgagor or Grantor under the now existing senior mortgage(s) or Deed(s) of Trust on the Property, and to save Beneficiary harmless from the consequences of any failure so to do.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the rate then applicable to Grantor's indebtedness under the Agreement from the date of such payment, and all such payments, with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

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 of such portion thereof 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 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 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 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 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 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 Grantor 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 purchasers 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; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity or 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 trust. 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 proceeding is brought by the Trustee.

8. If the Grantors, or any of them, transfer the Property covered by this Deed of Trust, or any part thereof, or any interest therein, or shall be divested of their title to the Property, or any interest therein, in any manner or way, whether voluntary or involuntary, all indebtedness evidenced by the note secured by this Deed of Trust shall immediately become due and payable at the option of the holder and without demand or notice.

9. 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

10. The Property is not, and is not to be, used principally for agricultural purposes.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY,
EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT
OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Grantor and recorded with it.

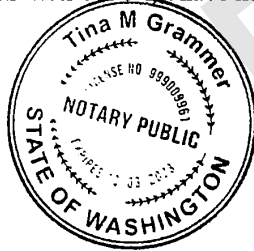
Witnesses:

_____ Kelly Ellen Moss
Kelly Ellen Moss

STATE OF WASHINGTON)
COUNTY OF Skagit) ss.

On this 11 day of April, 2023, before me, a Notary Public in and for the State of Washington, personally appeared Kelly Ellen Moss, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

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



T. Grammer
NOTARY PUBLIC in and for the State of
Washington, residing at Skagit County
My appointment expires 10-03-2023
Print Name Tina Grammer

STATE OF WASHINGTON)
COUNTY OF _____) ss.

On this _____ day of _____, 2023, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in the instrument.