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Skagit County Auditor

AFTER RECORDING RETURN TO:

Eric and Brenda Kearns
18411 116th St NW
Gig Harbor, WA 98329

DOCUMENT TITLE

Deed of Trust

GRANTOR(S)

1. Theodora Jonsson-Macrae
2. James Macrae (aka James Harrison III)

GRANTEE(S)

1. Eric Kearns
2. Brenda Kearns

ABBREVIATED LEGAL DESCRIPTION

PTN Parcel 2 in PTN of Gov L 1, S 19, T 36N, R 4E

ASSESSOR PARCEL / TAX ID NUMBER

P115709 / P115710

Trustee: Steinacker Law PLLC

Filed for record at request of and
after recording return to:

DEED OF TRUST

Grantor(s):	Theodora Jonsson-Macrae and James Macrae (aka James Harrison III)
Grantee(s):	Eric Kearns and Brenda Kearns, a married couple
Abbreviated Legal Description:	PTN Parcel 2 in PTN of Gov L 1, S 19, T 36N, R 4E
Assessor's Property Tax Parcel No.:	P115709 & P115710

THIS DEED OF TRUST is made August __, 2023, between Grantors Theodora Jonsson-Macrae and James Macrae (aka James Harrison III); Trustee Steinacker Law PLLC, 417 E Pioneer Ste A, Puyallup, WA 98372; and Beneficiary Eric Kearns and Brenda Kearns, a married couple.

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

P115710 - PORTION OF PARCEL 2 LOCATED IN A PORTION OF THE GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID GOVERNMENT LOT 1; THENCE SOUTH 00-10-49 EAST ALONG THE WEST LINE THEREOF, 213.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00-10-49 EAST ALONG SAID WEST LINE, 280.99 FEET; THENCE SOUTH 88-27-07 EAST, 65.84 FEET; THENCE NORTH 13-16-20 WEST, 290.53 FEET TO THE POINT OF BEGINNING.

P115709 - PORTION OF THE PARCEL 2 LOCATED IN A PORTION OF NE1/4 DEFINED AS FOLLOWS: THAT PORTION OF THE NE1/4 NE1/4 OF SEC 24, TWP 36, RNG 3 AND THAT PORTION OF GOVERNMENT LOT 1 OF SEC 19, TWP 36, RNG 4 DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE SOUTH LINE OF THE NE1/4 NE1/4 OF SAID SECTION 24 WHICH LIES NORTH 88-29-52 WEST A DISTANCE OF 1248.14 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE NORTH 24-28-14 EAST A DISTANCE OF 887.24 FEET; THENCE SOUTH 88-27-07 EAST PARALLEL WITH THE NORTH LINE OF SAID NE1/4 NE1/4 A DISTANCE OF 943.79 FEET; THENCE NORTH 13-16-20 WEST A DISTANCE OF 511.16

FEET TO THE NORTH LINE OF SAID NE1/4 NE1/4; THENCE NORTH 88-27-07 WEST ALONG SAID NORTH LINE A DISTANCE OF 1279.87 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00-41-26 EAST ALONG THE WEST LINE OF SAID NE1/4 NE1/4 A DISTANCE OF 1312.39 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 88-29-52 EAST ALONG THE SOUTH LINE OF SAID NE1/4 NE1/4 A DISTANCE OF 70 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; EXCEPT THAT PORTION OF PARCEL 2 OF THE GOVERNMENT LOT 1 DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE SOUTH 00-10-49 EAST ALONG THE WEST LINE THEREOF, 213.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00-10-49 EAST ALONG SAID WEST LINE, 280.99 FEET; THENCE SOUTH 88-27-07 EAST, 65.84 FEET; THENCE NORTH 13-16-20 WEST 290.53 FEET TO THE POINT OF BEGINNING

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 a Promissory Note of even date in the amount of Thirty thousand dollars (\$30,000), in accordance with the terms of said Note, 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 restore promptly any building, structure or improvement thereon which may be destroyed; and to comply with all laws, ordinances, regulations, conditions and restrictions affecting the property
 2. To pay arrears on all property taxes required for final short plat approval and thereafter to arrange a payment plan to catch up on delinquent property taxes, if any; 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 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 Grantors. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall
- Deed of Trust

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 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 the Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, and legal costs 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 reasonable attorney's fees and legal costs actually incurred, whether for the Trustee's Attorney or the beneficiary's attorney or both 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.

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 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 Grantors 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 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 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.

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 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.

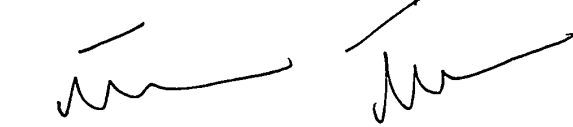
7. In the event of the death, incapacity, disability or resignation of the Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with 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 Grantors, 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 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.

DATED this 2 day of ^{November TJA}~~August~~, 2023.

GRANTOR


Theodora Jonsson-Macrae

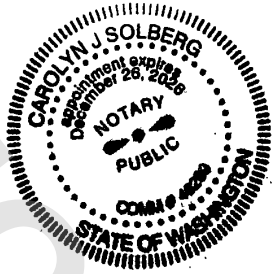

James Macrae (aka James Harrison III)

STATE OF WASHINGTON)
 WHATCOM) :ss.
COUNTY OF SKAGHT)

Deed of Trust

I certify that I know or have satisfactory evidence that Theodora Jonsson-Macrae and James Macrae (aka James Harrison III) is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED this 2ND day of ~~August~~ ^{NOVEMBER 14}, 2023.



Carolyn J Solberg
NOTARY PUBLIC in and for the State of
Washington, residing at FERNDALE
My commission expires: 12-26-2026
CAROLYN J SOLBERG