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09/30/2025 03:10 PM Pages: 1 of 6 Fees: \$309.50
Skagit County Auditor

Filed for Record at the Request of:

CSD ATTORNEYS AT LAW P.S.
1500 RAILROAD AVE.
BELLINGHAM, WA 98225
(360) 671-1796

DEED OF TRUST

GRANTOR: JOHN J. MCCANNA
MELISSA A. MCCANNA

GRANTEE: RICHARD C. TESARIK
CHERYL A. TESARIK

SHORT LEGAL DESCRIPTION: PTN TRACTS 35 AND 36, BIG LAKE WATERFRONT TRACTS

PARCEL NO / PROPERTY ID: P62012

This **DEED OF TRUST**, made this 30th day of September, 2025, by and between Grantor: **JOHN J. MCCANNA and MELISSA A. MCCANNA**, husband and wife, and the marital community comprised thereof, whose address is 2401 Trumpeter Dr., Mount Vernon, WA 98274; Trustee: **CSD ATTORNEYS AT LAW P.S.**, whose address is 1500 Railroad Ave., Bellingham, WA 98225; and Beneficiary: **RICHARD C. TESARIK and CHERYL A. TESARIK**, husband and wife, and the marital community comprised thereof, whose address is 23343 Oakland Ln., Mount Vernon, WA, 98274. Grantor, Trustee, and Beneficiary are collectively referred to hereinafter as the "Parties," and individually as a "Party."

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

SEE EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF.

Which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This Deed of Trust is for the purpose of securing payment of the Promissory Note executed on an even date herewith for the principal loan amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Principal").

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

1. (i) To keep the Property in good condition and repair; (ii) to permit no waste thereof; (iii) to complete any building, structure, or improvement being built or about to be built thereon; (iv) to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and (v) 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; and 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. The insurance policy shall name Beneficiary as an additional named insured. Grantor shall provide a certificate of title insurance or other satisfactory proof of insurance to Beneficiary. Such insurance shall be in such companies as Beneficiary may approve, and shall have loss payable first to Beneficiary, as its interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause the 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 the cost of title search, plus attorneys' 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 Trustee incurred in enforcing the obligation secured hereby and Trustee's attorneys' fees and costs actually incurred, as provided by statute.

6. Should Grantor 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 Promissory Note secured hereby, shall be added to, and become a part of, the Principal 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, or 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. Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto upon written request of Grantor and Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by 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, and/or its authorized agent, 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 the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expense of the sale, including a reasonable Trustee's fee, plus attorneys' fees and costs; (ii) to the obligation secured by this Deed of Trust; and (iii) 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 its execution of this Deed of Trust and such as it 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 obligation owed under the Promissory Note secured by this Deed of Trust shall be paid in full upon closing of the Property sold by the Grantor.

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 shall 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 any 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 Trustee.

9. Should Beneficiary retain the services of an attorney to enforce any provision herein, the substantially prevailing Party shall be entitled to recover its attorneys' fees and costs incurred therein.

10. 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.

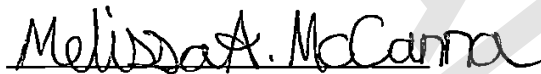
11. All disputes relating to or arising hereunder shall be governed by and construed in accordance with the laws of the State of Washington, and the Parties agree that in any such action, venue and jurisdiction shall lie exclusively in Snohomish County, Washington; except that any dispute hereunder involving an action to foreclose on the Property may be brought by Beneficiary in the county where the Property is located. The Parties expressly waive their right to a jury trial in any dispute arising out of or related to this Deed of Trust. The Parties expressly and irrevocably waive their right to bring any action in federal court.

GRANTOR:

JOHN J. MCCANNA



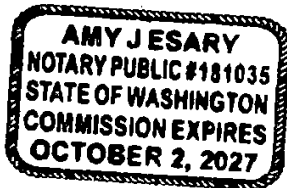
MELISSA A. MCCANNA



STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this day personally appeared before me **JOHN J. MCCANNA and MELISSA A. MCCANNA**, 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 30TH day of SEPTEMBER, 2025.



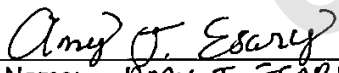

 Print Name: Amy J. Esary
 NOTARY PUBLIC in and for the
 State of Washington, Residing at BURKINGTON
 My Commission Expires: OCTOBER 2, 2027

EXHIBIT A

THAT PORTION OF TRACT 35 AND 36 OF "BIG LAKE WATERFRONT TRACTS", ACCORDING TO THE PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 12, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTHERLY HALF OF SAID TRACT 36 OF SAID PLAT, WHICH POINT BEARS N 77°35'E ALONG SAID NORTHERLY LINE, A DISTANCE OF 211.34 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHERLY HALF OF TRACT 36, AND WHICH POINT IS ON THE NORTHWESTERLY LINE OF THAT CERTAIN TRACT CONVEYED TO ELDON DEMEYER BY C.J. GREY AND ELIZABETH GREY, HUSBAND AND WIFE, BY DEED DATED OCTOBER 31, 1958 AND RECORDED NOVEMBER 26, 1958 UNDER AF# 573383; THENCE N 55°38'56"W, A DISTANCE OF 52.00 FEET; THENCE N 30°00'E, A DISTANCE OF 20.73 FEET TO A POINT ON THE SOUTHERLY LINE OF AN EXISTING 20 FOOT WIDE PRIVATE ROAD; THENCE S 82°13'54"W ALONG THE SOUTHERLY LINE OF SAID PRIVATE ROAD, A DISTANCE OF 53.67 FEET; THENCE N 84°57'30"W ALONG THE SOUTHERLY LINE OF SAID PRIVATE ROAD, A DISTANCE OF 57.77 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN TRACT CONVEYED TO JOSEPH F. EPPIG, JR. AND SOMJA L. EPPIG, HIS WIFE, BY C.J. GREY AND ELIZABETH GREY, HIS WIFE, UNDER REAL ESTATE CONTRACT DATED JUNE 9, 1962 AND FILED JUNE 11, 1962 UNDER AF#622637; THENCE S 30°00'W ALONG THE SOUTHEASTERLY LINE OF SAID EPPIG TRACT, A DISTANCE OF 51.49 FEET TO A POINT ON THE CURVE OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THAT COUNTY ROAD KNOWN AS WEST BIG LAKE BOULEVARD, AT WHICH POINT THE TANGENT TO SAID CURVE BEARS S 49°05'22"E; THENCE SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 542.96 FEET, AN ARC DISTANCE OF 62.16 FEET TO COUNTY ENGINEERS STATION P.T. 83+27.40; THENCE S 55°38'56"E ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF 22.60 FEET TO COUNTY ENGINEERS STATION 83+50; THENCE N 34°21'04"E ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF 30.00 FEET; THENCE S 55°38'56"E ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF 45.55 FEET TO THE MOST WESTERLY CORNER OF SAID TRACT CONVEYED TO ELDON DEMEYER; THENCE N 42°23'E ALONG THE NORTHWESTERLY LINE OF SAID TRACT CONVEYED TO ELDON DEMEYER, A DISTANCE OF 69.19 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH THAT PORTION OF TRACT 35 AND 36 OF "BIG LAKE WATERFRONT TRACTS", ACCORDING TO THE PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 12, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTHERLY HALF OF SAID TRACT 36 OF SAID PLAT, WHICH POINT BEARS N 77°35'E ALONG SAID NORTHERLY LINE, A DISTANCE OF 211.34 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHERLY HALF OF TRACT 36, AND WHICH POINT IS ON THE NORTHWESTERLY LINE OF THAT CERTAIN TRACT CONVEYED TO ELDON DEMEYER BY C.J. GREY AND ELIZABETH GREY, HUSBAND AND WIFE, BY DEED DATED OCTOBER 31, 1958 AND RECORDED NOVEMBER 26, 1958 UNDER AF# 573383; THENCE N 55°38'56"W, A DISTANCE OF 52.00 FEET; THENCE N 30°00'E, A DISTANCE OF 20.73 FEET TO A POINT ON THE SOUTHERLY LINE OF AN EXISTING 20 FOOT WIDE PRIVATE ROAD; THENCE S 82°13'54" W ALONG THE SOUTHERLY LINE OF SAID PRIVATE ROAD, A DISTANCE OF

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53.67 FEET; THENCE N 84°57'30"W ALONG THE SOUTHERLY LINE OF SAID PRIVATE ROAD, A DISTANCE OF 57.77 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN TRACT CONVEYED TO JOSEPH F. EPPIG, JR. AND SOMJA L. EPPIG, HIS WIFE, BY C.J. GREY AND ELIZABETH GREY, HIS WIFE, UNDER REAL ESTATE CONTRACT DATED JUNE 9, 1962 AND FILED JUNE 11, 1962 UNDER AF#622637; THENCE N 30°00'E ALONG THE SOUTHEASTERLY LINE OF SAID EPPIG TRACT, A DISTANCE OF 22.06 FEET TO THE NORTHERLY LINE OF SAID EXISTING 20 FOOT WIDE PRIVATE ROAD AND WHICH POINT IS THE SOUTHWESTERLY CORNER OF THAT CERTAIN TRACT CONVEYED BY C.J. GREY AND ELIZABETH GREY, HIS WIFE, TO HELEN H. SMITH, A WIDOW, BY DEED DATED JULY 2, 1962 AND RECORDED JULY 26, 1962 UNDER AF#624342; THENCE S 84°57'30"E ALONG THE NORTHERLY LINE OF SAID 20 FEET WIDE PRIVATE ROAD AND THE SOUTHERLY LINE OF SAID HELEN H. SMITH TRACT, A DISTANCE OF 46.21 FEET; THENCE N 82°13'54"E ALONG THE NORTHERLY LINE OF SAID 20 FEET WIDE PRIVATE ROAD AND THE SOUTHERLY LINE OF SAID HELEN H. SMITH TRACT, A DISTANCE OF 47.98 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID HELEN H. SMITH TRACT; THENCE CONTINUING N 82°13'54"E, A DISTANCE OF 23.98 FEET; THENCE N 30°00'E, A DISTANCE OF 3.2 FEET; THENCE S 60°00'E, A DISTANCE OF 60.22 FEET; THENCE S 42°23'00"W, A DISTANCE OF 57.61 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO RIGHT OF WAY AND EASEMENT OVER THAT 20 FOOT WIDE PRIVATE ROAD AS IT NOW EXISTS ACROSS TRACTS 34, 35 AND 36 OF SAID PLAT, FOR ACCESS TO THAT COUNTY ROAD KNOWN AS WEST BIG LAKE BOULEVARD.

CONTAINING 16,016 SQUARE FEET.

SITUATE IN SKAGIT COUNTY, WASHINGTON.