



200111010075

, Skagit County Auditor

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WHEN RECORDED MAIL TO:

Bank of America

POST CLOSING REVIEW, #1255 CA3-701-02-25

P.O. BOX 2314

RANCHO CORDOVA, CA 95741

FIRST AMERICAN TITLE CO.

Account Number: 9768961
ACAPS Number: 012360924010
Date Printed: 9/25/2001

ELS# 2743195

DEED OF TRUST - HYPOTHECATION

THIS DEED OF TRUST is granted this 26th day of September, 2001, by
Bruce Mc Caleb And Patricia Mc Caleb, Husband And Wife

("Grantor")

to PRLAP, Inc. ("Trustee"), whose address is 800 Fifth Avenue, Floor 19, Seattle, WA 98104, in trust for
Bank of America, N. A. ("Beneficiary"). at its

CORDATA BANKING CENTER office. Grantor agrees as follows:

1. CONVEYANCE. In consideration of financial accommodations given or to be given to
BRUCE P MC CALEB ("Borrower") by Beneficiary, Grantor hereby bargains,
sells and conveys to Trustee in trust, with power of sale, all of Grantor's right, title and interest in the following
described real property ("Property"), whether now owned or later acquired, located at
417 Lake Samish Road, BELLINGHAM WA 98226
(NUMBER) (STREET) (CITY) (ZIP CODE)

in Skagit County, Washington and legally described as:

See Exhibit "A" Attached Hereto And Made A Part Hereof:

1-36-3 N²

Property Tax ID # 360301-2-005-0104

together with all equipment and fixtures, now or later attached to the Property; all tenements, hereditaments, and appurtenances, now or later in any way appertaining to the Property, and all leasehold interests, rents, payments, issues and profits derived from or in any way connected with the Property. This Property is not used principally for agricultural or farming purposes.

2. ASSIGNMENT OF RENTS.

2.1 ASSIGNMENT. Grantor further assigns to Beneficiary all of Grantor's interest in all existing and future leases, licenses and other agreements for the use or occupancy of the Property ("Contracts"), including the immediate and continuing right to collect, in either Grantor's or Beneficiary's name, all rents, receipts, income and other payments due or to become due under the Contracts ("Payments"). As long as there is no default under this Deed of Trust, Grantor is granted a license to collect the Payments, but such license shall not constitute Beneficiary's consent to Grantor's use of the Payments in any bankruptcy proceeding.

2.2 DISCLAIMER. Nothing contained in this Deed of Trust shall be construed as obligating Beneficiary or any receiver to take any action to enforce any provision of the Contracts, expend any money, incur any expense or perform any obligation under the Contracts. Beneficiary's duties are expressly limited to giving of proper credit for all Payments received by it.

3. SECURED OBLIGATIONS. This Deed of Trust secures performance of each agreement of Grantor contained in this Deed of Trust and the payment of the sum of _____
one hundred ten thousand dollars and no cents

(\$ 110,000.00) with interest thereon as evidenced by a promissory note(s) signed on _____, payable to Beneficiary or order and made by Borrower, including all renewals, modifications and extensions thereof, together with all other existing and future obligations of Grantor or Borrower to Beneficiary, whether or not such obligations are (a) related by class or kind, (b) now contemplated by Grantor or Borrower and Beneficiary or (c) identified as being secured by the Property ("Secured Obligations"). Nothing contained in this Deed of Trust shall be construed as obligating Beneficiary to make any future advance to Grantor or Borrower, and Grantor expressly waives notice of any such future advance. See Exhibit "A" attached hereto and incorporated by this reference herein.

4. EXAMINATION OF DOCUMENTS. Prior to the execution of this Deed of Trust, Grantor examined or had the opportunity to examine all loan documents relating to the Secured Obligations.

5. RELIANCE UPON DEED OF TRUST. Grantor acknowledges that this Deed of Trust is given to induce Beneficiary to extend credit to Borrower, and that such credit would not be extended without the granting of this Deed of Trust.

6. AFFIRMATIVE COVENANTS. Grantor shall:

6.1 MAINTENANCE OF PROPERTY. Maintain and preserve the Property in good condition and repair, ordinary wear and tear excepted; complete any improvement which may be constructed on the Property; and restore any improvement which may be damaged or destroyed;

6.2 COMPLIANCE WITH LAWS. Comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

6.3 REAL ESTATE INTERESTS. Perform all obligations to be performed by Grantor under the Contracts;

6.4 PAYMENT OF DEBTS AND TAXES. Pay promptly all obligations secured by the Property; all taxes, assessments and governmental liens or charges levied against the Property; and all claims for labor, materials, supplies or otherwise which, if unpaid, might become a lien or charge upon the Property;

6.5 INSURANCE. Insure continuously, with financially sound and reputable insurers acceptable to Beneficiary, all improvements on the Property against all risks, casualties and losses through standard fire and extended coverage insurance or otherwise, including, without limitation, insurance against fire, theft, casualty, vandalism and any other risk Beneficiary may reasonably request. The insurance policies shall be in an aggregate amount of not less than the full replacement cost of all improvements on the Property, including the cost of demolition and removal of debris, and shall name Beneficiary as loss payee, as its interest may appear. The amounts collected under the insurance policies may be applied to the Secured Obligations in any manner as Beneficiary determines, and such application shall not cause discontinuance of any proceeding to foreclose upon this Deed of Trust. In the event of foreclosure, all of Grantor's rights in the insurance policies shall pass to purchaser at the foreclosure sale;

6.6 HAZARDOUS WASTE. Notify Beneficiary within twenty-four (24) hours of any release of a reportable quantity of any hazardous or regulated substance, or of the receipt by Grantor of any notice, order or communication from any governmental authority which relates to the existence of or potential for environmental pollution of any kind existing on the Property, or results from the use of the Property or any surrounding property; and

6.7 COSTS AND EXPENSES. Pay, reimburse and indemnify Beneficiary for all of Beneficiary's reasonable costs and expenses incurred in connection with foreclosing upon this Deed of Trust, defending any action or proceeding purporting to affect the rights or duties of Beneficiary or Trustee under this Deed of Trust, or managing the Property and collecting the Payments, including, without limitation, all reasonable attorneys' fees and value of the services of staff counsel, legal expenses, collection costs, costs of title search, and trustee's and receiver's fees.

7. NEGATIVE COVENANTS. Grantor shall not without Beneficiary's prior written consent:

7.1 PAYMENTS. Accept or collect Payments more than one (1) month in advance of the due date;

7.2 MODIFY CONTRACTS. Terminate, modify or amend any provision of the Contracts; or

7.3 RESTRICTIONS ON CONVEYANCES. Transfer or convey any interest in the Property, except by will or intestacy.

8. EMINENT DOMAIN. In the event any portion of the Property is taken through eminent domain, the amount of the award to which Grantor is entitled shall be applied to the Secured Obligations.

9. RECONVEYANCE. Trustee shall reconvey such portion of the Property to the person entitled thereto upon written request of Beneficiary, or upon satisfaction of the Secured Obligations and written request for reconveyance made by Beneficiary or any person interested in the Property.

10. SUCCESSOR TRUSTEE. In the event of death, incapacity, disability or resignation of the Trustee, Beneficiary may appoint a successor trustee and, upon the recording of such appointment in the 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.

11. EVENTS OF DEFAULT. The occurrence of any of the following events shall, at Beneficiary's option, and at any time without regard to any previous knowledge on Beneficiary's part, constitute a default under the terms of this Deed of Trust, the Secured Obligations and all related loan documents:

11.1 NON-PAYMENT OF PRINCIPAL OR INTEREST. Any payment of principal or interest on the Secured Obligations is not made when due; or

11.2 FAILURE TO PERFORM. Any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property is not paid when due; or any other term, covenant or agreement of Grantor contained in this Deed of Trust or in any other document with Beneficiary, or in which Grantor grants a security interest in the Property, is not promptly performed or satisfied.

12. REMEDIES UPON DEFAULT. If any default occurs and is continuing, Beneficiary may, at its option:

12.1 TERMINATE COMMITMENT. Terminate any outstanding and unfulfilled commitment to Grantor;

12.2 ACCELERATE. Declare any or all of the Secured Obligations, together with all accrued interest, to be immediately due and payable without presentment, demand, protest or notice of any kind, all of which are expressly waived by Grantor;

12.3 PAYMENTS. Pay such sums as may be necessary to pay any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property, without prejudice to Beneficiary's right to accelerate the Secured Obligations and foreclose upon this Deed of Trust. Grantor shall reimburse Beneficiary, upon demand, for all such amounts paid by Beneficiary, with interest thereon from the date of such payment at the highest rate that is, from time to time, applicable on any of the Secured Obligations. All unreimbursed amounts shall be added to and become a part of the Secured Obligations;

12.4 COLLECTION OF PAYMENTS. Terminate the license granted to Grantor to collect the Payments; take possession of, manage and operate the Property under the terms of the Contracts; and demand and collect all Payments, including endorsing any check, draft or other instrument given as payment, either by itself or through an agent or judicially-appointed receiver. The Payments shall be applied first to payment of the costs of managing the Property and collecting the Payments, and then to the Secured Obligations;

12.5 TRUSTEE'S SALE. Direct the Trustee, upon written request, to sell the Property and apply the sale proceeds in accordance with Washington's Deed of Trust Act (RCW 61.24.010, et seq.). Any person, except Trustee, may bid at the Trustee's sale; and

12.6 OTHER REMEDIES. Pursue all other available legal and equitable remedies, including, without limitation, foreclosing upon this Deed of Trust as a mortgage.

Grantor expressly waives any defense or right, in any action or proceeding in connection with the Secured Obligations, that Beneficiary must first resort to any other security or person.

13. DEALINGS WITH OTHERS. Without notice to or consent of Grantor, Beneficiary may at any time, in its sole discretion, (a) renew, extend, alter or otherwise change the time or manner of payment or performance of any of the Secured Obligations, (b) substitute, add or release any guarantor on the Secured Obligations and (c) accept additional or substitute security, or subordinate or release any security. No dealings by Beneficiary with Borrower, any guarantor or any other person in connection with the Secured Obligations shall adversely affect Beneficiary's rights under this Deed of Trust.

14. WAIVER. No waiver by Beneficiary of any deviation by Grantor or Borrower from full performance of this Deed of Trust or the Secured Obligations, as the case may be, shall constitute a waiver of Beneficiary's right to require prompt payment or to assert any other right or remedy provided for in this Deed of Trust or the secured Obligations on the basis of the same or similar failure to perform.



012360924010

Bruce McCaleb

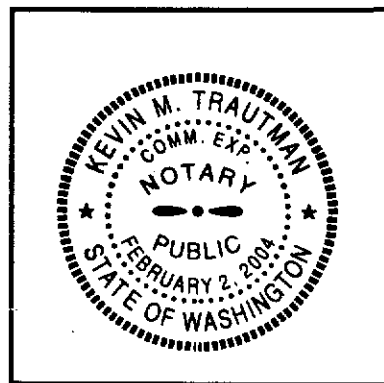
9-27-01

Patricia McCaleb

9-26-01

ACKNOWLEDGMENT BY INDIVIDUAL

FOR RECORDING PURPOSES, DO NOT WRITE, SIGN OR STAMP WITHIN THE ONE INCH TOP, BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS.



STATE OF WASHINGTON)
County of Whatcom) ss.

THIS SPACE FOR NOTARY STAMP

I certify that I know or have satisfactory evidence that Bruce McCaleb and Patricia McCaleb

is/are the individual(s) who signed this instrument in my

presence and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: September 26, 2001

Kevin M. Trautman
(NOTARY PUBLIC FOR THE STATE OF WASHINGTON)

My appointment expires 02/02/04

REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: _____

Send Reconveyance To: _____



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LEGAL DESCRIPTION

THAT PORTION OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THAT CERTAIN TRACT CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED FILED IN AUDITOR'S FILE NO. 349150 WHICH IS NORTH 41 DEGREES 19'18" WEST, A DISTANCE OF 224.87 FEET FROM ITS INTERSECTION WITH THE SOUTH LINE OF SAID NORTH 1/2 OF SECTION 1;
THENCE NORTH 48 DEGREES 40'42" EAST, A DISTANCE OF 1,654.46 FEET TO THE WEST LINE OF PRIMARY STATE HIGHWAY NO. 1 AT STATION LW975+50 ACCORDING TO PRIMARY STATE HIGHWAY NO. 1 ALGER TO LAKE SAMISH PLANS, SHEET 3 OF 5, APPROVED JULY 29, 1958;
THENCE NORTH 44 DEGREES 36'42" WEST, A DISTANCE OF 946.73 FEET;
THENCE SOUTH 45 DEGREES 20'45" WEST, A DISTANCE OF 337.62 FEET TO AN ANGLE POINT ON THE SOUTHEAST LINE OF THAT CERTAIN TRACT CONVEYED TO WHATCOM COUNTY WATER DISTRICT NO. 12 BY DEED FILED IN AUDITOR'S FILE NO. 32328;
THENCE SOUTH 45 DEGREES 20'45" WEST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 540.00 FEET TO AN ANGLE POINT IN SAID SOUTHEAST LINE;
THENCE SOUTH 33 DEGREES 16'23" WEST, A DISTANCE OF 722.88 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE COUNTY ROAD ESTABLISHED BY RESOLUTION DATED JANUARY 3, 1917 WHICH POINT IS ALSO THE MOST WESTERLY CORNER OF THAT CERTAIN TRACT CONVEYED TO BRUCE AND PATRICIA MCCALED BY DEED FILED IN AUDITOR'S FILE NO. 8605200018;
THENCE SOUTH 24 DEGREES 37'01" EAST ALONG THE NORTHEASTERLY LINE OF THE COUNTY ROAD LAST MENTIONED, A DISTANCE OF 94.21 FEET;
THENCE CONTINUING ALONG SAID COUNTY ROAD LAST MENTIONED SOUTH 41 DEGREES 19'18" EAST, A DISTANCE OF 611.90 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

EXCEPT THOSE CERTAIN TRACTS CONVEYED TO BRUCE AND PATRICIA MCCALED BY DEEDS FILED IN AUDITOR'S FILE NOS. 8605200016 AND 9002280013.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



200111010075

, Skagit County Auditor

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Yolo

} ss.

On 9-27-01, before me, PAT CAMPBELL,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared BRUCE McCALF B,
Name(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Pat Campbell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



200111010075

, Skagit County Auditor