

WHEN RECORDED MAIL TO:

Bank of America

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

P. O. BOX 2314

RANCHO CORDOVA, CA 95741

Account Number: 9826652
ACAPS Number: 012640804330
Date Printed: 11/2/2001
Reconveyance Fee: \$0.00

DEED OF TRUST

THIS DEED OF TRUST is granted this 5th day of November, 2001,
by Gary L. Powell And Judy D. Powell, 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 LACONNER BANKING CENTER office. "Grantor" herein shall mean each of them jointly and severally. Grantor agrees as follows:

1. CONVEYANCE. 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

710 Shelter Bay Drive LA CONNER WA 98257
(NUMBER) (STREET) (CITY) (ZIP CODE)

In Skagit County, Washington and legally described as:

Lot 710, "Survey Of Shelter Bay Div. 4, Tribal And Allotted Lands Of Swinomish Indian Reservation", As Recorded In Volume 48 Of Official Records, Pages 627 Through 631, Inclusive, Records Of Skagit County, Washington. Situate In The County Of Skagit, State Of Washington

Property Tax ID # 5100-004-710-0000

together with all equipment and fixtures, now or later attached to the Property; all easements, tenements, hereditaments and appurtenances, now or later in any way appertaining to the Property; all royalties, mineral, oil and gas rights and profits derived from or in any way connected with the Property; all water and ditch rights, however evidenced, used in or appurtenant to the Property; and all leasehold interests, rents, payments, issues and profits derived from or in any way connected with the Property.

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 made by Grantor contained in this Deed of Trust and the payment of the sum of two hundred thirteen thousand six hundred sixty dollars and sixty four cents Dollars.

(\$ 213,660.64)with interest thereon as evidenced by a promissory note(s) signed on November 5, 2001, payable to Beneficiary or order and made by Grantor, and includes all renewals, modifications and extensions thereof, together with any payments made pursuant to paragraph 10.3 hereof ("Secured Obligations"). Nothing contained in this Deed of Trust shall be construed as obligating Beneficiary to make any renewal, modification, extension or future advance to Grantor. Grantor hereby consents to the filing for record by Beneficiary of an extension of this Deed of Trust if prior to the Maturity Date the secured obligations remain outstanding.

4. AFFIRMATIVE COVENANTS. Grantor shall:

4.1 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;

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

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

4.4 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;

4.5 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;

4.6 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

4.7 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 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 to the maximum extent allowable by law.

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

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

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

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

6. 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.

7. 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.

8. 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.

9. 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:

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

9.2 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.

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

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

10.2 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;

10.3 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;

10.4 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;

10.5 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

10.6 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.

11. WAIVER. No waiver by Beneficiary of any deviation by Grantor 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.

12. SUCCESSORS AND ASSIGNS. This Deed of Trust inures to the benefit of and is binding upon the respective heirs, devisees, legatees, administrators, executors, successors and assigns of the parties hereto.

13. APPLICABLE LAW. This Deed of Trust has been delivered and accepted by Beneficiary in the State of Washington. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Washington.



Gary L. Powell
 Gary L. Powell

Judy D. Powell
 Judy D. Powell

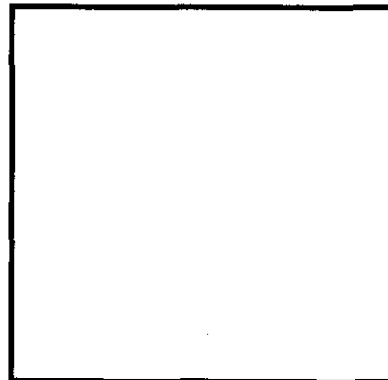
ACKNOWLEDGMENT BY INDIVIDUAL

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)

: ss.

County of Skagit)



THIS SPACE FOR NOTARY STAMP

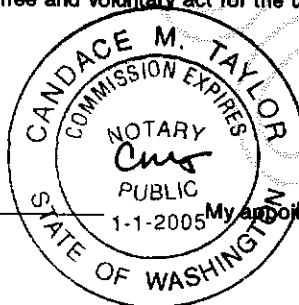
I certify that I know or have satisfactory evidence that Gary L. Powell and Judy D. Powell

_____ 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: November 5, 2001

Candace M. Taylor
 (NOTARY PUBLIC FOR THE STATE OF WASHINGTON)



My appointment expires 1/1/05

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:



200111090111
 , Skagit County Auditor

AGREEMENT OF LESSOR

THE UNDERSIGNED, SHELTER BAY CORPORATION, a Washington corporation, the Lessor of that certain "Shelter Bay Lease" (the "Lease" herein) described in the within and foregoing "Deed of Trust" (the "Encumbrance" herein), does state and agree as follows:

1. That the Encumbrance is hereby approved;
2. That, to the best of its knowledge and belief, the Lease, and the "Master Lease" therein referred to, are currently in all respects fully performed and free of any default on the part of the respective lessees thereof;
3. That a default on the part of the Lessee with respect to the Encumbrance, of which the undersigned receives written notice, will be deemed and enforced by the undersigned as a default under the Lease; that it will send copies of any and all notices of default under the Lease to the holder of the Encumbrance at the address shown therein, or to such other address as the holder shall in writing designate; and, if as and when the property shall be repossessed by the undersigned, such repossession and any subsequent releasing or other disposition of the property or of the Lease will in all respects be subject to the Encumbrance;
4. Neither the holder of the Encumbrance, nor any person claiming by, through, or under the Encumbrance, including the purchaser at any sale in foreclosure thereof, shall be deemed to have "acquired" the property or the lease-hold encumbered unless such acquisition shall have as an incident thereto the unrestricted right of possession of the property.

DATED this 14th day of NOVEMBER, 2001.



SHELTER BAY COMPANY

By: [Signature]
Its: [Signature]



200111090111

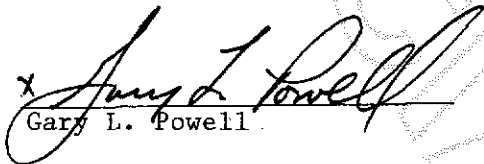
, Skagit County Auditor

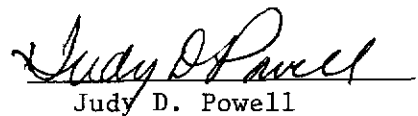
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Consent to Encumber Leasehold Interest

In Accordance with 25 CFR 162.12(c) the following language is being added to the Assignment of Lease for Gary L. & Judy D. Powell, sub-lessees of Shelter Bay lease:

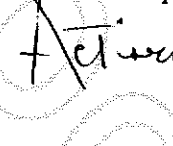
With the consent of the Secretary of the Interior acting on behalf of the Indians of the Puget Sound Agency, the lease may contain provisions authorizing the lessee to encumber his/her leasehold interest in the premises for the purpose of borrowing capital for the development and improvement of the leasehold premises. The encumbrance instrument must be approved by the Secretary. If a sale or foreclosure under the approved encumbrance occurs and the encumbrancer is the purchaser he may assign the leasehold with the approval of the Secretary and the consent of the other parties to the lease. Provided however, if the purchaser is a party other than the encumbrancer, approval by the Secretary of any assignment will be required, and such purchaser will be bound by the terms of the lease and will assume in writing all the obligations thereunder.


Gary L. Powell


Judy D. Powell

This consent to encumber is hereby approved, effective Nov 7, 2001


Superintendent, Puget Sound Agency


Acting



200111090111
Skagit County Auditor

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