



200112260196
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

LAND TITLE COMPANY OF SKAGIT COUNTY

Account Number: 9943929
ACAPS Number: 012770922350
Date Printed: 12/17/2001
Reconveyance Fee: \$0.00

L98852-T

DEED OF TRUST

THIS DEED OF TRUST is granted this 14 day of Dec, 2001,
by Alf P. Overby And Marion P. Overby, 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 MOUNT VERNON 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

18134 State Route 9 MOUNT VERNON WA 98274
(NUMBER) (STREET) (CITY) (ZIP CODE)

in Skagit County, Washington and legally described as:

Abbreviated Legal: Lots 1-4 Blk, 37, Plat Of The Town Of Monthorne, And Lots 7-9 Blk, 9, Plat Of Reserve Addition To The Town Of Montborne. See Full Legal Attached

Property Tax ID # 41350370040008/P7464

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 thirty five thousand eight hundred fourteen dollars and sixty cents Dollars.

(\$ 35,814.60) with interest thereon as evidenced by a promissory note(s) signed on Dec 14, 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.

EXHIBIT "A"

Lots 1, 2, 3 and 4, Block 37, "PLAT OF THE TOWN OF MONTBORNE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 80, records of Skagit County, Washington.

ALSO, Lots 7, 8, and 9, Block 9, "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE", as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington.

TOGETHER WITH that portion of vacated Sherman Street, lying adjacent thereto which attached by operation of law.

ALSO, TOGETHER WITH that portion of the 100 foot wide railroad right of way commonly known as the Northern Pacific Railway (and originally conveyed to the Seattle Lake Shore and Eastern Railway), lying Easterly of the centerline of said right of way and between the Southwesterly extensions of both the centerline of vacated Sherman Street and the Southeasterly line of Lot 9, Block 9, as said lines are delineated on the "PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE", as per plat recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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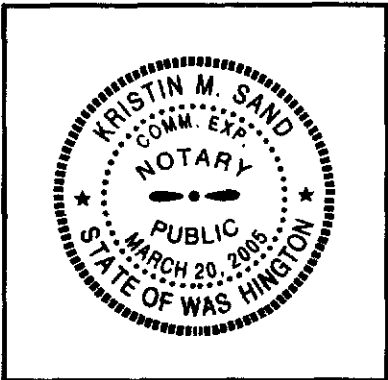
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INITIAL HERE: _____

Alf P. Overby
Alf P. Overby
Marion P. Overby
Marion P. Overby
1/4

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.



THIS SPACE FOR NOTARY STAMP

STATE OF WASHINGTON)
County of Skagit) ss.

I certify that I know or have satisfactory evidence that Alf P. Overby and Marion P. Overby

they 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: Dec 14, 2001
Kristin M. Sand
(NOTARY PUBLIC FOR THE STATE OF WASHINGTON)

My appointment expires 3-20-05

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: _____



(Do not write above this line. This space is reserved for recording)

Bank of America



**Real Estate Subordination Agreement
(Bank of America to Bank of America)**

This instrument was prepared by and after recording returned to:

Alf P. Overby & Marion P. Overby
18134 State Route 9
Mount Vernon, WA 98274

**Bank of America, N.A./Post Closing Review #1255
CA3-701-02-25
P.O. Box 2314
Rancho Cordova, CA 95741**

This Real Estate Subordination Agreement ("Agreement") is executed as of December 14, 2001, by Bank of America, N.A., having an address of 800 Fifth Avenue, Floor 19, PO Box 3828, Seattle, Wa. 98124 ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of 800 Fifth Avenue, Floor 19, PO Box 3828, Seattle, WA 98124 ("Bank of America").

Bank of America, N.A., as Subordinator, is the original lender or is the successor to the Bank defined in the original loan documents. The original bank may be any one of the following: Bank of America NT&SA, doing business as Seafirst Bank; Bank of America NT&SA; Bank of America NW, doing business as Seafirst Bank; Bank of America NW; Bank of America Oregon; Bank of America Idaho; Security Pacific Bank Washington, N.A.; Rainier National Bank; or Seattle-First National Bank.

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated June 12, 2000, executed by Alf P. Overby and Marion P. Overby, who also appears as marion Overby, husband and wife and which is recorded in Volume/Book n/a, Page n/a, and if applicable, Document Number 200006120102, of the land records of Skagit County, Washington, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

Whereas, Bank of America has been requested to make a loan, line of credit or other financial accommodation to Alf P. Overby and Marion P. Overby, who also appears as marion Overby, husband and wife (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt, or mortgage (the "Junior Lien"), covering, without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of Bank of America, N.A. in the maximum principal face amount of \$35,000.00 (the "Principal Amount") [**For North Carolina only – bearing interest and payable as therein provided at the maximum rate of _____% for a period not to exceed _____ months**], including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Bank of America and Borrower shall determine; and

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Now, Therefore, for good and valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the Property or Bank of America's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate to the Junior Lien and the rights of Bank of America regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Bank of America and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

Bank of America, N.A.

By: Nevetta Jackson 
Its: Authorized Officer Date: 12/13/01

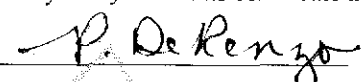
Bank of America Acknowledgement:

State of California

County/City of Sacramento

On this the 13th day of December, 2001, before me, P. De Renzo, the undersigned officer, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared Nevetta Jackson, to me personally known (or proven on the basis of satisfactory evidence) to be a Authorized Officer of Bank of America, N.A., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that (s)he was duly elected, qualified and acting as said officer of the corporation, that (s)he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

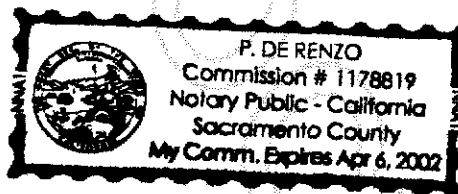
Given under my hand and official seal hereto affixed the day and year in this certificate above written.



Notary Public in and for the State of California,

Residing at Sacramento

Commission Expiration Date: 04/06/2002



200112260196
Skagit County Auditor