

WHEN RECORDED RETURN TO:

BRIAN K. HAMMER, Attorney at Law  
P.O. Box 5156  
3015 Colby Ave., Suite 300  
Everett, WA 98206-5156



200206120093  
Skagit County Auditor

6/12/2002 Page 1 of 6 10:42AM

200204260012  
Skagit County Auditor

4/26/2002 Page 1 of 6 8:54AM

## DEED OF TRUST

(For Use in the State of Washington Only)

This is a rerecording of Deed of Trust 200204260012 to correct the name of the Beneficiary from B&E Investments, LLC to Carnan Investments, LLC.

THIS DEED OF TRUST, made this 25th day of April 2002, between, MARTY ROSS OWENS, GRANTOR, whose address is 4914 DELAWARE AVENUE, EVERETT WA, 98203

The trustee is FIRST AMERICAN TITLE COMPANY, a corporation, TRUSTEE, whose address is 1301-B RIVERSIDE DRIVE MOUNT VERNON, WA 98273

~~B&E INVESTMENTS, LLC~~  
CARNAN INVESTMENTS, LLC, BENEFICIARY, whose address is PO BOX 5156, EVERETT, WA 98206

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

Abbreviated Legal: Parcel 1  
Lot 10, MOORE'S GARDEN PLAT  
Tax Parcel ID#~~3058~~-000-010-0004  
3958

Abbreviated Legal: Parcel 2  
Lot 11, MOORE'S GARDEN PLAT  
Tax Parcel ID#3958-000-011-0003

Full Legal Descriptions attached in exhibit "A"

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 performance of each agreement of grantor herein contained, and payment of the sum of THIRTY THOUSAND Dollars (\$30,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, 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:

- To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and 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; 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. 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 Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall 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 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 hereon or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's 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 the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees 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 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 Grantor 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 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 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 follow: (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 Grantor 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 compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers 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 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 Grantor, 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.

9. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

The entire principal balance shall be due and payable six (6) months from the date of closing.

Dated: April 25, 2002

*Marty Ross Owens*  
*by Carole Burkey*  
*Power of attorney*

MARTY ROSS OWENS  
by Carole Burkey  
Power of Attorney

DEED OF TRUST  
OWEN4414  
Page 3 of 5



200206120093  
Skagit County Auditor

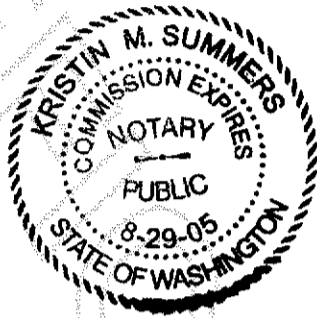
6/12/2002 Page 3 of 6 10:42AM

Brian K. Hammer, Attorney at Law  
P.O. Box 5156 - 3015 Colby Ave. #300  
Everett, WA 98206-5156  
(425)258-1924 - WSBA #7642

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that CAROLE BURKEY signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledge it as the Attorney In Fact for MARTY ROSS OWENS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 25, 2002



Kristin M. Summers  
NOTARY PUBLIC in and for the  
State of Washington. Residing at  
Monroe. My appointment  
expires: August 29, 2005.

DEED OF TRUST  
OWEN4414  
Page 4 of 5

Brian K. Hammer, Attorney at Law  
P.O. Box 5156 – 3015 Colby Ave. #300  
Everett, WA 98206-5156  
(425)258-1924 – WSBA #7642



200206120093  
Skagit County Auditor

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.  
TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: \_\_\_\_\_



PARCEL "A":

Lot 10, "MOORE'S GARDEN PLAT", according to the plat recorded in Volume 7 of Plats, page 10, records of Skagit County, Washington.

PARCEL "B":

That portion of the following described tract of land lying Northwesternly of the Plat of "MOORE'S GARDEN PLAT", according to the plat recorded in Volume 7 of Plats, page 10, records of Skagit County, Washington, and Southwesterly of the Northeastly line of Lot 10 of said plat, extended Northwesternly and lying Northeastly of the Southwesterly line of Lot 10 extended Northwesternly: That portion of Lot 1 and the Northeast 1/4 of the Northwest 1/4 of Section 19, and all of Lots 4 and 5 of Section 18, all in Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 828.3 feet South of the Northwest corner of Section 19; running thence South along the Westerly line of said Section 19, 289.7 feet; thence North 54 degrees 08' East 2190 feet, more or less, to the Skagit River; thence Westerly along the said Skagit River 418.2 feet, more or less, to the most Easterly corner of a tract known as the Peter McKinnon Tract; thence Southwesterly along the Southeastly line of said McKinnon Tract to the point of beginning.

PARCEL "A":

Lot 11, "MOORE'S GARDEN PLAT", according to the plat recorded in Volume 7 of Plats, page 10, records of Skagit County, Washington.

PARCEL "B":

That portion of the following described tract of land lying Northwesternly of the plat of "MOORE'S GARDEN PLAT", according to the plat recorded in Volume 7 of Plats, page 10, records of Skagit County, Washington, and Southwesterly of the Northeastly line of Lot 11 of said Plat, extended Northwesternly and lying Northeastly of the Southwesterly line of Lot 11 extended Northwesternly: That portion of Lot 1 and the Northeast 1/4 of the Northwest 1/4 of Section 19, and all of Lots 4 and 5 of Section 18, all in Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 828.3 feet South of the Northwest corner of Section 19; running thence South along the Westerly line of said Section 19, 289.7 feet; thence North 54 degrees 08' East 2190 feet, more or less, to the Skagit River; thence Westerly along the said Skagit River 418.2 feet, more or less, to the most Easterly corner of a tract known as the Peter McKinnon Tract; thence Southwesterly along the Southeastly line of said McKinnon Tract to the point of beginning.



200206120093

Skagit County Auditor