



200210140104

Skagit County Auditor

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WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking

FL9-700-04-11

9000 Southside Blvd, Bldg 700

Jacksonville, FL 32256

MODIFICATION RECORDING ONLY

Account Number: 0527929
 ACAPS Number: 022341424000
 Date Printed: 9/24/2002
 Reconveyance Fee: \$0.00

FIRST AMERICAN TITLE

3646763

DEED OF TRUST

THIS DEED OF TRUST is granted this 27th day of September, 2002,
 by Gene H. Overway And Lottie E. Overway, Husband And Wife

("Grantor") to PRLAP, Inc. ("Trustee"), whose address is P.O. Box 2240, 275 S. Valencia Avenue, Brea, CA 92823, in trust for Bank of America, N. A., ("Beneficiary"), at its BURLINGTON 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

11007 Bay View Edison Road MOUNT VERNON WA 98273
 (NUMBER) (STREET) (CITY) (ZIP CODE)

in Skagit County, Washington and legally described as:

Abbreviated Legal Description: Lot 1 Blk 5 Klinghenmaier's Add To Bay View Vol 2 Pg 43 And Blk 51 Bay View Vol 3 Pg 19. See Full Legal Attached.

Property Tax ID #4069-001-007-0001

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 seventy five thousand dollars and no cents Dollars.

(\$ 75,000.00) with interest thereon as evidenced by a promissory note(s) signed on September 27, 2002, 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.

FORM NO. 012311 R03-2002

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.

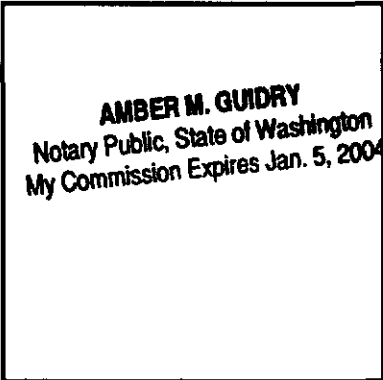
13. **APPLICABLE LAW.** This Deed of Trust has been delivered and accepted by Beneficiary in the State of Washington. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Washington.



Gene H. Overway /
Gene H. Overway /
Lottie E. Overway /
Lottie E. Overway /
/ /
/ /

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 Skagit) ss.

THIS SPACE FOR NOTARY STAMP
Gene H. Overway and Lottie E. Overway

I certify that I know or have satisfactory evidence that _____

_____ 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: 9/27/02

[Signature]
(NOTARY PUBLIC FOR THE STATE OF WASHINGTON)

My appointment expires 1/5/04

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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EXHIBIT "A"

LOT 1, BLOCK 5, "KLINGENMAIER'S ADDITION TO BAY VIEW", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THE NORTHWESTERLY 10 FEET THEREOF. ALSO, BLOCK 51, "PLAT OF BAY VIEW (MCKENNA and ELLIOTT'S 2ND ADDITION)", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 15, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND LOT 7 AND THE NORTHWESTERLY 1/4 OF LOT 6, BLOCK 1, "A. SEIGFRED'S FIRST PLAT OF BAY VIEW, PADILLA BAY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 3, RECORDS OF SKAGIT COUNTY, WASHINGTON. EXCEPT ALL THAT PORTION OF SAID LOT 7 AND SAID BLOCK 51, LYING NORTHWESTERLY OF A LINE THAT IS 70 FEET SOUTHEASTERLY OF AND PARALLEL TO THE SOUTHEAST LINE OF FARNHAM STREET AS SHOWN ON THE PLAT OF "KLINGENMAIER'S ADDITION TO BAY VIEW", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THAT PORTION OF THE VACATED ALLEY IN BLOCK 5, "KLINGENMAIER'S ADDITION TO BAY VIEW", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BLOCK 1, "A. SEIGFRED'S FIRST PLAT OF BAY VIEW, PADILLA BAY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 3, RECORDS OF SKAGIT COUNTY, WASHINGTON, WHICH REVERTED TO SAID PREMISES BY OPERATION OF LAW. ALSO, THAT PORTION OF THE

TIDELANDS OF THE SECOND CLASS, IF ANY, LYING WEST OF GOVERNMENT LOT 1 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., AND EAST OF THE EAST LINE OF THE BUSH ACT OYSTER LAND TRACT CONVEYED BY THE STATE OF WASHINGTON UNDER DEED RECORDED APRIL 22, 1907, IN VOLUME 70 OF DEEDS, PAGE 409, UNDER AUDITOR'S FILE NO. 61501, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF BLOCK 52 OF "PLAT OF BAY VIEW (MCKENNA and ELLIOTT'S 2ND ADDITION)", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID BLOCK 52, A DISTANCE OF 120 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE NORTHERLY LINE OF SAID BLOCK 52, AND SAID NORTHERLY LINE PRODUCED, TO THE EAST LINE OF SAID BUSH ACT OYSTER LAND TRACT. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBRV LEGAL LOT 1 BLK 5 KLINGENMAIER'S

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** TOTAL PAGE.03 **