



200210280207

Skagit County Auditor

10/28/2002 Page 1 of 6 3:22PM

## WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking

FL9-700-04-11

9000 Southside Blvd, Bldg 700

Jacksonville, FL 32256

PA 102831  
LAND TITLE COMPANY OF SKAGIT COUNTY

Account Number:	0562520
ACAPS Number:	022460918500
Date Printed:	10/18/2002
Reconveyance Fee:	\$0.00

## DEED OF TRUST

THIS DEED OF TRUST is granted this 18th day of October, 2002,  
by Howard G. Malcolm And Patricia E. Malcolm, 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 SEATTLE NORTHERN PREMIER BKG 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

14069 Ervine Road	ANACORTES WA 98221		
(NUMBER)	(STREET)	(CITY)	(ZIP CODE)

in Skagit County, Washington and legally described as:

Abbreviated Legal: Ptn Gov. Lot 1, 15-34-1 E W.M. Aka Tr. A, Sp No. 93-028. See Full Legal Attached.

Property Tax ID #340115-0-001-1200

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 \_\_\_\_\_ Dollars:  
four hundred sixty six thousand dollars and no cents

(\$ 466,000.00 )with interest thereon as evidenced by a promissory note(s) signed on

October 18, 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

Page 1

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.



200210280207  
Skagit County Auditor

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.



200210280207  
Skagit County Auditor  
10/28/2002 Page 3 of 6 3:22PM

H. Malcolm  
Howard G. Malcolm

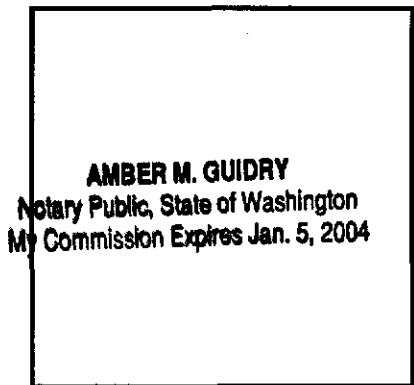
10-14-02

Patrica E. Malcolm  
Patrica E. Malcolm

10-18-2002

**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

I certify that I know or have satisfactory evidence that Howard G. Malcolm and Patrica E. Malcolm

\_\_\_\_\_ 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: 10/10/02

My appointment expires 1/5/2004

(NOTARY PUBLIC FOR THE STATE OF WASHINGTON)

**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: \_\_\_\_\_



10/28/2002 Page 4 of 6 3:22PM

Schedule "A-1"

PA-102831

DESCRIPTION:

Tract A of Skagit County Short Plat No. 93-028, located in Section 15, Township 34 North, Range 1 East, W.M., approved September 14, 1993, recorded in Volume 10 of Short Plats, page 230, under Auditor's File No. 9309140025, records of Skagit County, Washington.

TOGETHER WITH a non-exclusive easement for ingress, egress and road and utility purposes over, along, under and across a 60 foot strip of land lying 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of Tract A, Rancho San Juan Del Mar, Subdivision No. 3, Plate 1, records of Skagit County, Washington, said Northeast corner being on the Southerly right of way line of County Road No. 376;

thence South 81°19' East, 44.92 feet along the Southerly right of way of said County road to the point of beginning of this centerline;

thence South 35°44'01" West, 147.02 feet;

thence South 62°14'11" West, 140.14 feet;

thence South 45°33'26" West, 168.52 feet;

thence South 42°09'56" West, 167.71 feet;

thence South 69°00'48" West, 161.45 feet;

thence South 60°59'48" West, 83.00 feet;

thence South 11°12'18" West, 220.00 feet, more or less, to a point on a property line described as follows:

Beginning at the Southeast corner of Government Lot 1, Section 15, Township 34 North, Range 1 East, W.M.;

thence North 0°56'38" West, 682.49 feet along the East line of Government Lot 1, to the point of beginning of said property line;

thence North 88°58'47" West parallel to the South line of said Government Lot 1, to the intersection of said easement centerline,

EXCEPT that portion of said easement lying within the above described main tract;

ALSO TOGETHER WITH that certain effluent line easement and drainfield easement in favor of said Tract A, as said easements are delineated on the face of said Short Plat No. 93-028, and as further established and described by documents recorded under Auditor's File Nos. 872707, 9305120105, 9305180118, records of Skagit County, Washington, EXCEPT the East 10 feet of the drainfield area in favor of Tract A.

- continued -



200210280207  
Skagit County Auditor

Schedule "A-1"

PA-102831

DESCRIPTION CONTINUED:

TOGETHER WITH an additional strip of land for the drainfield area described as follows:

Beginning at the Northwest corner of the drainfield area in favor of Tract A, as delineated on the face of said Short Plat No. 93-028;  
thence North 00°56'38" West, a distance of 25 feet;  
thence North 89°03'22" East, a distance of 60 feet;  
thence South 00°56'38" East, a distance of 25 feet;  
thence South 89°03'22" West along the North line of the existing drainfield area, a distance of 60 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.