

WHEN RECORDED RETURN TO:

Charles Hyatt  
3530 Tarpon Drive  
Lake Havasu City, AZ 86406



200301020113

Skagit County Auditor

1/2/2003 Page

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5 12:30PM

Abbrev. Leg. Lot 3 Short Plat No. 158-79, AFN 8007170037;  
Ptn of SE ¼ of SW ¼ of Sec. 25, T35N, R5E, WM  
Tax Account No. 350525-3-005-0202/ P40197

### Second Deed of Trust

THIS DEED OF TRUST, made this 24<sup>th</sup> day of December, 2002, between  
Clyde L. Martin and Jane K. Martin, husband and wife, GRANTORS,  
whose address is 29411 South Skagit Hwy, Sedro-Woolley, WA 98284,

FIRST AMERICCAN TITLE INSURANCE COMPANY, TRUSTEE, whose address is  
1301B Riverside Drive, Mount Vernon, WA 98273, and,

Charles E. Hyatt, a single man, BENEFICIARY, whose address is 3530 Tarpon Drive,  
Lake Havasu City, AZ 86406,

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

Lot 3 of Skagit County, Short Plat No. 158-79, approved July 15, 1980,  
and recorded July 17, 1980, in Volume 4 of Short Plats, page 141, under  
Auditors File No. 8007170037, records of Skagit County, Washington;  
Being a portion of the Southeast ¼ of the Southwest ¼ of Section 25,  
Township 35 North, Range 5 East, W.M.,

Situate in Skagit County, Washington.

The above described property includes a 1978 40x24 Champion Concord  
Mobile Home, Serial No. 4392.

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 Fifty Thousand Dollars (\$50,000.00) together with interest

thereon, according to 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:

1. 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 hereof 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.



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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 follows: (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 encumbrances 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.

### **ADDITIONAL PROVISIONS OF AGREEMENT BETWEEN GRANTOR AND BENEFICIARY**

The Grantor and Beneficiary agree to the following additional terms and conditons to the Deed of Trust:

1. This Deed of Trust is subject and subordinate to the Deed of Trust in favor of Whidbey Island Bank, recorded under Auditor' File No. 20020807009, records of Skagit County, Washington.

The above referenced Deed of Trust is to secure payment of a Note with an original balance of \$172,000.00. The above referenced Deed of Trust and Note will be referred to below as "Underlying Deed of Trust" and "Note."

2. Grantor agrees to comply with all of the terms and conditions of the underlying Deed of Trust and Note, other than with respect to payment of principal and interest due under the underlying Note, and shall immediately comply with any notice sent to it by the holder of the underlying Note without regard to any grace period, if any, and Grantor's failure to do so shall constitute a default under this Deed of Trust.

3. Grantor and Beneficiary agree to send promptly to the other copies of any notices of default received by them from the holder of the underlying Note and Deed of Trust.

4. Grantor will furnish to Beneficiary, upon demand, proof of payment of all items (including, without limitation, real estate taxes and insurance premiums) which are required to be paid by Grantor pursuant to the underlying Deed of Trust and any other proof of payment which is required to be given under the underlying Deed of Trust.

5. Grantor will execute and deliver, upon request, to the Beneficiary, such instruments deemed useful or necessary to permit Beneficiary to cure any default under the underlying Note or Deed of Trust or to preserve the interest of the Beneficiary thereunder.


6. Grantor covenants and agrees that this Deed of Trust shall be deemed to include, without the necessity of full repetition herein, all of the terms, provisions and conditions of the underlying Deed of Trust. In the event of a conflict between the terms, provisions and conditions of the underlying Deed of Trust with the terms, provisions and conditions of this Deed of Trust, the terms, provisions and conditions of this Deed of Trust shall control.

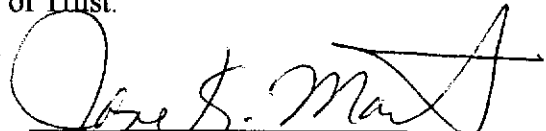
7. Grantor shall maintain insurance in an amount equal to the full replacement value of all improvements, furnishings and fixtures. The Beneficiary shall be named as an



additional insured and the Beneficiary shall be provided with a certificate of insurance.

8. If all or any part of the property described in this Deed of Trust, or any interest therein, is sold or transferred without the prior written consent of the Beneficiary, which consent shall not be unreasonably withheld, then the Beneficiary, its successors or assigns, at its sole option, may declare immediately due and payable the entire balance then due on the present Note, secured by this Deed of Trust.

  
Clyde L. Martin

  
Jane K. Martin

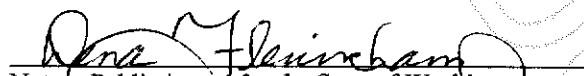
STATE OF WASHINGTON )

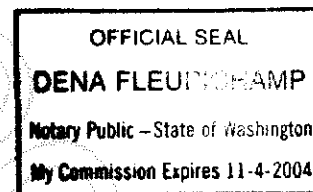
ss.

COUNTY OF SKAGIT)

On this day personally appeared before me CLYDE L. MARTIN AND JANE K. MARTIN to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26<sup>th</sup> day of December, 2002.

  
Notary Public in and for the State of Washington,  
residing at Seattle, WA  
My commission expires 11/4/2004



**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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title