

When recorded, return to  
MICHAEL A. WINSLOW  
Attorney at Law  
411 Main Street  
Mount Vernon, Washington 98273

3  
200306180063  
Skagit County Auditor  
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LAND TITLE COMPANY OF SKAGIT COUNTY

107129PE

**SELLER'S ASSIGNMENT OF CONTRACT AND DEED  
FOR SECURITY PURPOSES**

**GRANTORS:** Douglas J. Barnet and Kimberly J. Barnet, husband and wife

**GRANTEE:** Skagit State Bank

**LEGAL DESCRIPTION:**

Lot 1, Short Plat No. PL02-0752, approved May 5, 2003 and recorded May 6, 2003, under Auditor's File No. 200305060130 and being a portion of the South 163.4 feet of Tract "E", "BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON," as per Plat recorded in Volume 4 of Plats, page 12.

TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities over, under, and across the Northerly 30 feet of Lot 1 of said Short Plat No. PL02-0752.

Situate in the County of Skagit, State of Washington

**ASSESSOR'S PROPERTY TAX PARCEL OR ACCOUNT NO.** 3862-000-068-0208/P62067

**REFERENCE #s OF DOCUMENTS ASSIGNED/RELEASED:** 200306180062

**CONVEYANCE:**

1. **Assignment and Description of Collateral:**

Grantors hereby convey and grant to Skagit State Bank, 301 East Fairhaven Avenue, Burlington, Washington 98233, (hereafter **Grantee**), security interest in the above described collateral consisting of a contract for the sale of real property situated in Skagit County, Washington.

1.1 **Real Estate Contract:** That certain Real Estate Contract dated 6-17-03  
date between the Grantors, as Seller, and Martin Manrique, a single person, as Purchaser, (hereafter **Buyer**)

for the sale of the above-described real property. The Real Estate Contract was filed for record in the Skagit County Auditor's Office under Auditor's File No. 200306180062. The excise tax on the sale of the real property was paid on June 18, 2003 as evidenced by Treasurer's Receipt No. 2940.

1.2 **After-Acquired Property:** This assignment covers all of Grantors' right, title, and interest, now or hereafter acquired, with respect to the above-described real property and Real Estate Contract.

2. **Obligations Secured.** This assignment is given to secure the payment and performance of all indebtedness and obligations now or hereafter owed by Grantors to Grantee, direct or indirect, including interest thereon, together with any extensions or renewals thereof.

3. **Covenants, Warranties, and Agreements of Grantors.** With respect to the mortgage and security interest granted by this assignment, Grantors represent, covenant, warrant, and agree with Grantee as follows:

3.1 **Unpaid Balance of Purchase Price on Real Estate Contract/ Prior Lien.** The unpaid principal balance owing on the Real Estate Contract as of the date hereof is Sixty Seven Thousand Five Hundred Dollars (\$67,500.00). It is understood and agreed that this assignment constitutes a first and prior security interest and mortgage on Seller's right, title, and interest in the said real property and Real Estate Contract described above except: Deed of Trust dated December 20, 2002 and recorded under Auditor's File No. 200301080132.

3.2 **Obligations of Grantors - Insurance - Taxes.** Grantors shall timely perform all obligations of the Sellers as required pursuant to the terms of the Real Estate Contract. In addition, Grantors will see that all improvements on the real property are continuously insured to the extent of the full replacement value thereof. Grantee shall be named as loss payee on all insurance policies insuring the improvements. Grantors will see that all real estate and personal property taxes on the subject real property and personal property that may be included therein are timely paid when due.

3.3 **Default by Contract Purchaser.** In the event of default by the Purchaser under the said Real Estate Contract, Grantors shall have the right but not the obligation to assert all of the Grantors' remedies, or any of them, under the terms of the Real Estate Contract against said Purchaser. To the extent necessary, Grantors hereby grant a limited power of attorney to Grantee to institute such proceedings in the name of either Grantee or Grantors.

4. **Notification to Purchaser** Grantee is authorized to notify the Purchaser of this Assignment and to effect a direct collection of all payments now or hereafter coming due to Seller under the terms of the Real Estate Contract. At the request of Grantee, Grantors agree to enter into any appropriate notices to the Purchaser. All amounts collected by Grantee shall be applied by Grantee to the obligations secured hereby.

5. **Waivers.** This Assignment shall not be qualified or supplemented by course of dealing. No waiver or modification by Grantee of any of the terms or conditions hereof shall be effective until in writing signed by Grantee. No waiver nor indulgence by Grantee as to any required performance by Grantors shall constitute a waiver as to any subsequent required performance or other obligations of Grantors hereunder.



6. **Default by Grantors.** Time is of the essence in this assignment and in the event of Grantors' default under the terms of this Assignment, or any obligations secured hereby, Grantee shall have all remedies as allowed by law. In the event of the default by Grantors, or in the event it becomes necessary for Grantee to become involved in the preservation of its security in the above-described real estate and Real Estate Contract, Grantors shall be responsible for paying all of Grantee's reasonable attorney's fees incurred with or without suit, together with all expenses of title search and all court costs and costs of public officials. The sums agreed to be paid hereunder shall be secured hereby

7. **Binding effect.** This Assignment shall be binding upon and inure to the benefit of the parties, their heirs, successors, assigns, and personal representatives.

Douglas J. Barnet  
Douglas J. Barnet

Kimberly J. Barnet  
Kimberly J. Barnet #2940

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

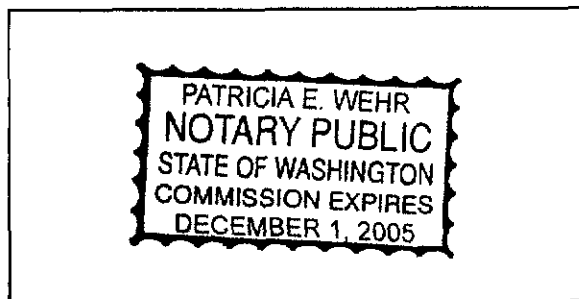
State of Washington )  
  )ss  
County of Skagit )

JUN 18 2003

Amount Paid \$ 1147.50  
Skagit Co. Treasurer  
By [Signature] Deputy

I certify that I know or have satisfactory evidence that Douglas J. Barnet and Kimberly J. Barnet, husband and wife, are the persons who appeared before me, and they acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

DATED: 6/17/, 2003.



PLACE NOTARY SEAL IN THIS BOX

[Signature]

Notary Public  
My appointment expires 12-1-05

Seller's Assignment of Contract  
and Deed for Security Purposes

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Skagit County Auditor

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