



200309150168  
Skagit County Auditor

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WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking  
FL9-700 04-01  
9000 Southside Blvd, Bldg 700  
Jacksonville, FL 32256

LAND TITLE COMPANY: FSKAGIT COUNTY

108993PES

Account Number: 35300007018338835  
CAP Number: 031691348070  
Date Printed: 09/03/03  
Reconveyance Fee: \$ 0.00

DEED OF TRUST

THIS DEED OF TRUST is granted this 9th day of September, 2003,  
by EDWARD J. ROZCICHA AND PATRICIA M. ROZCICHA, HUSBAND AND WIFE

("Grantor") to PRLAP, Inc. ("Trustee"), whose address is 10850 White Rock Road, Ste. 201 Rancho Cordova, CA 95670, in trust for Bank of America, N.A., ("Beneficiary"), at its MOUNT VERNON 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  
510 SHELTER BAY DRIVE, LA CONNER, WA 98257

(NUMBER)

(STREET)

(CITY)

(ZIP CODE)

in SKAGIT County, Washington and legally described as:

ABBREVIATED LEGAL DESCRIPTION:  
LOT 510, SHELTER BAY #3  
SEE FULL LEGAL ATTACHED.

Property Tax ID # L84507 5100-003-510-

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.

Reference No: 013002 - 031691348070  
CLS3183-1 /0006/WA/ID 03-02  
93-05-3183NSB

Washington

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 Sixty Six Thousand Five Hundred Seventy Eight and 28/100'S Dollars. (\$ 66,578.28 ) with interest thereon as evidenced by a promissory note(s) signed on \_\_\_\_\_, payable to Beneficiary or order and made by Grantor, and including 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.

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

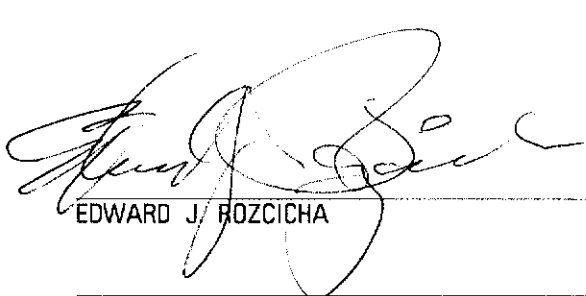
10.6 **OTHER REMEDIES.** Pursue all other available legal and equitable remedies, including, without limitation, foreclosing upon this Deed of Trust as a mortgage.

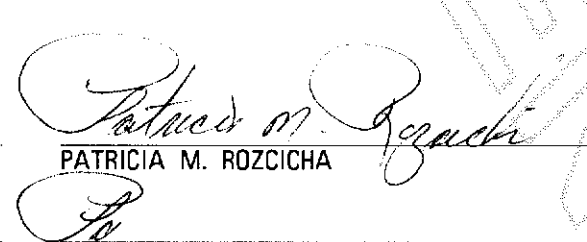
Grantor expressly waives any defense or right, in any action or proceeding in connection with the Secured Obligations, that Beneficiary must first resort to any other security or person.

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 to 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.

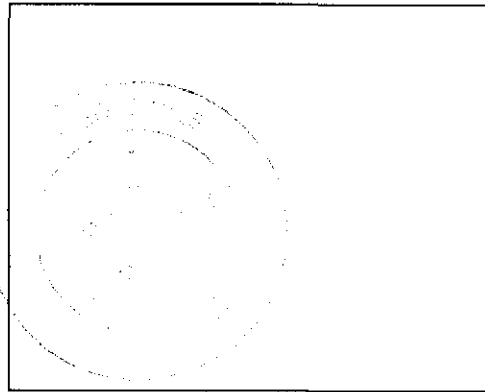
  
EDWARD J. ROZCICHA

  
PATRICIA M. ROZCICHA



ACKNOWLEDGEMENT BY INDIVIDUAL

FOR RECORDING PURPOSES, DO NOT  
WRITE, SIGN OR STAMP WITHIN THE ONE  
INCH TOP, BOTTOM AND SIDE MARGINS  
OR AFFIX ANY ATTACHMENTS.



THIS SPACE FOR NOTARY STAMP

STATE OF WASHINGTON )  
County of Skagit ) : ss.

I certify that I know or have satisfactory evidence that EDWARD J. ROZCICHA and PATRICIA  
M. ROZCICHA

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: 9-9-03

NOTARY PUBLIC FOR THE STATE OF

My appointment expires

11-02-06

REQUEST FOR RECONVEYANCE

To Trustee:

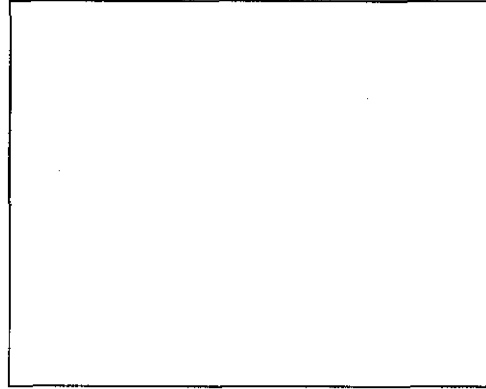
The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes,  
together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby  
directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, 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:

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

FOR RECORDING PURPOSES, DO NOT  
WRITE, SIGN OR STAMP WITHIN THE ONE  
INCH TOP, BOTTOM AND SIDE MARGINS  
OR AFFIX ANY ATTACHMENTS.



THIS SPACE FOR NOTARY STAMP

STATE OF WASHINGTON )  
County of \_\_\_\_\_ : ss.  
\_\_\_\_\_ )

I certify that I know or have satisfactory evidence that EDWARD J. ROZCICHA and PATRICIA  
M. ROZCICHA

is/are the individual(s) who signed this instrument in my presence, on oath stated  
that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (ENTITY)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
(NOTARY PUBLIC FOR THE STATE OF

My appointment expires \_\_\_\_\_

Submitted for Recordation  
By and Return to

Loan Number

35300007018338835

**Bank of America**



P. O. BOX 2314  
RANCHO CORDOVA, CA 95741

CAP I.D. # 31691348070

SPACE ABOVE THIS LINE IF FOR RECORDERS'S USE

### CONSENT TO ENCUMBRANCE OF LEASE AND AMENDMENT TO LEASE

EDWARD J. ROZCICHA AND PATRICIA M. ROZCICHA, husband and wife  
is Lessee ("Lessee") under an Agreement of Lease (the "Lease"), dated 9/09/1971 with Shelter  
Bay Company, A Wash. Corp as Lessor ("Lessor") recorded or a Memorandum of which was recorded  
9/13/71 in Book N/A, page N/A, Official Instrument 757945 of Official Records of SKAGIT County, state of  
WASHINGTON, pertaining to the property described in Exhibit "A" hereto (the "Leased Property").

1. Lessor (a) consents to Lessee's encumbrance of Lessee's leasehold interest in the Leased Property (the "Leasehold")  
by mortgage, deed of trust or security deed (the "Security Instrument") in favor of Bank of America, N.A. ("Encumbrancer")  
to secure a note in the principal sum of 56,578.00 and other obligations set forth in the Security Instrument which is  
recorded concurrently herewith in the Official Records of SKAGIT County, state of WASHINGTON, and (b) agrees that the  
terms hereof shall govern over any provision inconsistent herewith in the Lease.

2. Lessor affirms that as of the date of this Consent, the Lease is in full force and effect and no default or ground for  
termination thereof exists.

3. An assignment of the Lease of one of the below listed types, made in connection with the Security Instrument, may be  
made without the consent of Lessor:

(a) Assignment by judicial or non-judicial foreclosure, subject to applicable law, under the Security Instrument,  
or assignment in lieu of foreclosure; and

(b) Assignment by Encumbrancer, after having obtained an assignment described in (a) above. Any Lease transferee  
under the provisions of this paragraph 3 shall be liable to perform the obligations of Lessee under the Lease only so long as  
the transferee holds title to the Leasehold. Any subsequent transfer of the Leasehold may be made only with such written  
consent of Lessor and subject to the conditions relating thereto as are set forth in the Lease.

4. Lessor may not terminate the Lease because of any default or breach thereunder on the part of Lessee if  
Encumbrancer, or the trustee under the deed of trust, if applicable, within 90 days after service of written notice on  
Encumbrancer by Lessor of Lessor's intention so to terminate:

(1) Cures the default or breach if it can be cured by the payment or expenditure of money provided to be paid under  
the terms of the Lease, or if the default or breach is not so curable, commences, or cause the trustee under the deed of trust to  
commence, if applicable, and thereafter pursues to completion, steps and proceedings to foreclose on the Leasehold covered  
by the Security Instrument; and

(2) Keeps and performs all of the covenants and conditions of the Lease requiring the payment or expenditure  
of money by Lessee until such time as the leasehold is sold upon foreclosure pursuant to the Security Instrument, or is release  
or reconveyed thereunder, or is transferred upon judicial foreclosure of by an assignment in lieu of foreclosure.

5. Any notice to Encumbrancer provided for in the preceding paragraph may be given concurrently with or after the  
notice of default to Lessee, as provided in the Lease and sent to the following address: BANK OF AMERICA, N. A.  
P. O. BOX 2314, RANCHO CORDOVA, CA 95741

6. Notwithstanding any Lease provision to the contrary, policies of fire and extended coverage insurance shall be  
carried by Lessee covering the building or buildings constructed on the Leasehold premises with loss payable clause to  
Encumbrancer, and any disposition of the proceeds thereof in case of loss shall be subject to the rights of the Encumbrancer  
as provided in the Security Instrument.

7. Any and all eminent domain or condemnation awards or damages shall first be applied in payment of the then  
outstanding balance, if any, of the loan made to Lessee by Encumbrancer and the balance of the awards and damages, if any,  
shall be paid to Lessor and Lessee, as their interests may appear.

8. The Lease may be amended, or may be terminated by any party other than as provided in paragraph 5 hereof, only  
with the prior written consent of Encumbrancer.

9. Lessor hereby waives the right to obtain, for any liability of Lessee that arises, accrues, or is the subject of  
legal action while the Security Instrument is in existence, a lien on any equipment or furnishings of Lessee that may constitute  
a part of the Leasehold improvements.

10. The terms hereof shall inure to the benefit of and be binding upon the parties, their successors and assigns.

11. Lessor is aware of, and consents to, the terms and purposes of the note secured by the Security Instrument, and any  
extensions or renewals thereof.

12. To the extent that this document gives additional rights to Encumbrancer, the Lease is hereby amended  
and modified for the benefit of Encumbrancer only.

13. Except as provided herein, the Lease shall remain in full force and effect as originally written.



200309150168  
Skagit County Auditor

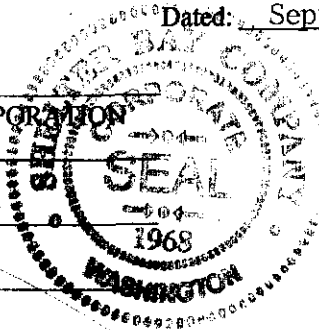
In this Consent the singular number includes the plural, whenever the context so requires.

LESSOR:

Dated: September 10, 2003

SHELTER BAY COMPANY, A WASHINGTON CORPORATION

Allan F. Osberg, President



LESSEE:

Dated: 9-9-03

(Attach Notary Acknowledgements)

#### APPROVAL OF ENCUMBRANCE

This form and terms of the within and foregoing Encumbrance are approved this 10 day of September 2003.

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

By

*Stanley J. Smith*

Title Acting Superintendent



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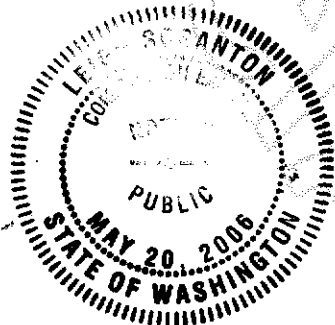
MULTISTATE

ACKNOWLEDGMENT

ATTACHED TO and made a part  
of Deed of Trust

STATE OF Washington }  
County of King } SS:

I certify that I know or have satisfactory evidence that Allan F. Osberg  
the person who appeared before  
me, and said person acknowledged that he signed this instrument, on oath stated that he was  
authorized to execute the instrument and acknowledge it as the President  
of Shelter Bay Company  
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.  
Dated: September 10, 2003



Leigh Scranton  
Notary Public in and for the State of Washington  
Residing at Seattle  
My appointment expires: 5/20/06

State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Edward & Rozcecha + Patricia M  
the person(s) who appeared before me, and said person(s) acknowledged that he/she/they Rozcecha  
signed this instrument and acknowledge it to be his/her/their free and voluntary act for the  
uses and purposes mentioned in this instrument.

Dated: 9-09-03

K.aney  
Notary Public in and for the State of Washington  
Residing at: Mt Vernon  
My appointment expires: 11-02-06



200309150168  
Skagit County Auditor



## EXHIBIT "A"

LOT 510, "SURVEY OF SHELTER BAY DIV. 3, TRIBAL ALLOTTED LANDS OF SWINOMISH INDIAN RESERVATION," AS RECORDED IN VOLUME 43 OF OFFICIAL RECORDS, PAGES 839 TO 842, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. AMENDMENT THERETO RECORDED IN VOLUME 66 OF OFFICIAL RECORDS, PAGE 462, UNDER AUDITOR'S FILE NO. 753731.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

INITIAL HERE \_\_\_\_\_



200309150168

Skagit County Auditor