



201304110069

Skagit County Auditor

4/11/2013 Page

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6 11:58AM

**When Recorded Return to:**

Land Title Company

111 E. George Hopper Blvd.

Burlington, WA 98233

**THIS DEED OF TRUST CORRECTS AND REPLACES THAT  
CERTAIN DEED OF TRUST RECORDED ON JANUARY 4, 2013  
UNDER AUDITOR FILE NO. 201301040099, AND IS TO BE  
DEED OF TRUST**

**CONSIDERED A RE-RECORDING OF  
THE SAME IN ORDER TO CORRECT THE AMOUNT OF THE LOAN.**

**GRANTORS (Borrowers):**

Michael J. Beverick

Cindy M. Beverick (also known as Cindy Beverick)

**GRANTEES (Beneficiaries):**

Martin Investments, L.L.C.,

**TRUSTEE:**

Land Title Company

**LEGAL DESCRIPTION (abbreviated):**

O/S#243C AF#763792 1973 PORTION OF LOT 3 SHORT PLAT#51-81 AF#8112170001 DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID SECTION 2, (SE SECTION CORNER); THENCE NORTH 89-32-55 WEST, 661.01 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO THE SW CORNER OF THE EAST 10 CHAINS, (660 FEET), OF SAID SUBDIVISION; THENCE NORTH 0-43-49 EAST, 1,449.96 FEET ALONG THE WEST LINE OF SAID EAST 10 CHAINS (ALSO BEING THE EAST LINE OF SAID LOT 3 SHORT PLAT#51-81) AND ALSO BEING THE WEST LINE OF THE PLAT OF PARK ADDITION TO CLEAR LAKE WASHINGTON, TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 52-35-57 WEST, 524.15 FEET; THENCE NORTH 32-19-27 WEST, 282.34 FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF THE AS-CONSTRUCTED COUNTY ROAD COMMONLY KNOWN AS THE MUD LAKE ROAD; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY MARGIN, 632.4 FEET, MORE OR LESS, TO SAID WEST LINE OF THE EAST 10 CHAINS, AT A POINT BEARING NORTH 00-43-49 EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 00-43-49 WEST ALONG SAID WEST LINE, 179.94 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING

Situate in County of SKAGIT, State of Washington.

**ASSESSOR'S TAX/PARCEL ID #:**

340402-3-009-0000 / P23425

**THIS DEED OF TRUST**, made this 2 day of April, 2013, by and between Michael J. Beverick and Cindy M. Beverick, Grantors, whose mailing address is 10595 Merry Canyon Rd, Leavenworth, Washington, Land Title Company, Trustee, whose mailing address is 111 E. George Hopper Blvd., Burlington, Washington 98233, and Martin Investments, L.L.C., Beneficiary, whose mailing address is 1513 Azalea Court, Lynden, WA 98264, **WITNESSETH:** Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

## DESCRIPTION:

That portion of Lot 3, Skagit County Short Plat No. 51-81, approved December 16, 1981 and recorded December 17, 1981, in Volume 5 of Short Plats, page 147, records of Skagit County, Washington, being a portion of the East  $\frac{1}{2}$  of Section 2, Township 34 North, Range 4 East, W.M., and being more particularly described as follows:

Beginning at the Southeast corner of said Section 2 (Southeast section corner);  
thence North  $89^{\circ}32'55''$  West 660.01 feet along the South line of said subdivision to the Southwest corner of the East 10.00 chains (660.00 feet), of said subdivision;  
thence North  $0^{\circ}43'49''$  East 1,449.96 feet along the West line of said East 10.00 chains (also being the East line of said Lot 3, Skagit County Short Plat No. 51-81), and also being the West line of the "PLAT OF PARK ADDITION TO CLEAR LAKE WASH.," as per plat recorded in Volume 4 of Plats, page 39, records of Skagit County, Washington, to the true point of beginning;  
thence South  $52^{\circ}35'57''$  West, 524.15 feet;  
thence North  $32^{\circ}19'27''$  West 282.34 feet, more or less, to the Southerly margin of the as constructed County road commonly known as the Mud Lake Road;  
thence Northeasterly along said Southerly margin 632.4 feet, more or less, to said West line of the East 10.00 chains, at a point bearing North  $00^{\circ}43'49''$  East from the true point of beginning;  
thence South  $00^{\circ}43'49''$  West along said West line 179.94 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

That portion of Lot 3, Skagit County Short Plat No. 51-81, approved December 16, 1981 and recorded December 17, 1981 in Volume 5 of Short Plats, page 147, records of Skagit County, Washington, being a portion of the East ½ of Section 2, Township 34 North, Range 4 East, W.M., And being more particularly described as follows:

Beginning at the Southeast corner of said Section 2 (Southeast section corner);  
thence North 0° 43' 49" East 1,449.96 feet along the West line of said East 10.00 chains (also being the East line of said Lot 3, Skagit County Short Plat No. 51-81), and also being the West line of the "PLAT OF PARK ADDITION TO CLEAR LAKE WASH.," as per plat recorded in Volume 4 of Plats, page 39, records of Skagit County, Washington to the true point of beginning;  
thence South 52° 35' 57" West, 524.15 feet;  
thence North 32° 19' 27" West 282.34 feet, more or less to the Southerly margin of the as constructed County road commonly known as the Mud Lake Road;  
thence Northeasterly along said Southerly margin 632.4 feet, more or less to said West line of the East 10.00 chains, at a point bearing North 00° 43' 49" East from the true point of beginning;  
thence South 00° 43' 49" West along said West line 179.94 feet, more or less to the true point of beginning.

Situate in County of Skagit, State of Washington.

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 way 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 the sum of TWO HUNDRED FIVE THOUSAND DOLLARS (\$205,000.00) with interest, in accordance with 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 his 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 his 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.

**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 his 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



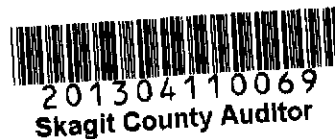
performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, 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 their execution of this Deed of Trust, and such as she may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in 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.

Michael B. Beverick 4-4-13  
MICHAEL BEVERICK date

Norman P. Martin 4-2-13  
NORMAN P. MARTIN date  
Agent of Martin Investments, L.L.C.

Cindy Beverick 4-4-13  
CINDY BEVERICK date

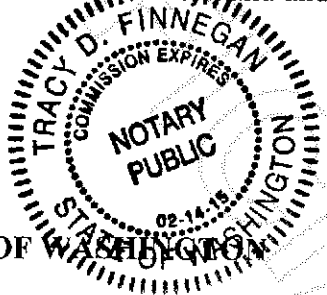


STATE OF WASHINGTON )  
 )  
COUNTY OF SKAGIT )

ss.

On this day personally appeared before me, MICHAEL J. BEVERICK AND CINDY M. BEVERICK, to me known to be the individuals described herein and who executed the within and foregoing instrument, comprised of five pages, 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 4 day of April, 2013.



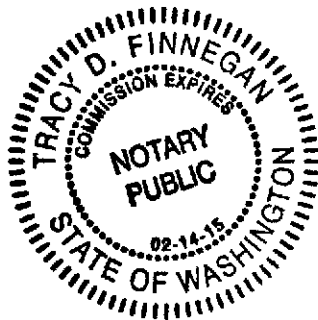
*Tracy D. Finnegan*  
NOTARY PUBLIC in and for the State  
of Washington, residing at: *Burlington*  
My commission expires: *02/14/15*

STATE OF WASHINGTON )  
 )  
COUNTY OF SKAGIT )

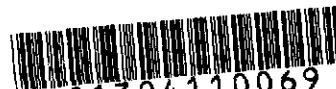
ss.

On this day personally appeared before me, NORMAN P. MARTIN, as Agent/Trustee of Martin Investments, L.L.C., to me known to be the individual described herein and who executed the within and foregoing instrument, comprised of five pages, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of April, 2013.



*Tracy D. Finnegan*  
NOTARY PUBLIC in and for the State  
of Washington, residing at: *Burlington*  
My commission expires: *02/14/15*



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