



200210080062

Skagit County Auditor

10/8/2002 Page 1 of 7 10:56AM

AFTER RECORDING MAIL TO:

Adjusters International
305 East Pine Street
Seattle, WA 98122

Document Title:

Deed of Trust

Grantor:

Lyon Investments, Inc., a
Nevada corporation, Wetmore,
Jeffrey R. and Virginia H.

Grantees:

Adjusters International, a
Washington corporation

Trustee:

Chicago Title Insurance
Company

Abbreviated Legal:

L. 11-18 and the South 50' of
Lots 8, 9, 10, B24, Vol. 2, p. 4-7,
Skagit County, WA

Tax Parcel Nos.:

Parcel A: 3772-024-013-0005
3772-014-015-0003
Parcel B: 3772-024-016-0002
Parcel C: 3772-024-018-0000
Parcel D: 3772-024-010-0107

Filed for Record at Request of:

Adjusters International
305 East Pine Street
Seattle, WA 98122

DEED OF TRUST

Grantors: LION INVESTMENTS, INC., a Nevada corporation, WETMORE, Jeffrey R. and Virginia H.
Grantees: Adjusters International, a Washington corporation
Trustee: Chicago Title Insurance Company
Legal Description (abbreviated): L. 11-18 and the South 50' of Lots 8,9,10, B24, Vol.2, p.4-7, Skagit County, WA
Assessor's Tax Parcel No: Parcel A: 3772-024-013-0005
3772-014-015-0003
Parcel B: 3772-024-016-0002
Parcel C: 3772-024-018-0000
Parcel D: 3772-024-010-0107

THIS DEED OF TRUST, made this 2nd day of October, 2002, by and between LION INVESTMENTS, INC., a Nevada corporation, JEFFREY R. WETMORE and VIRGINIA H. WETMORE, husband and wife, Grantors, whose address is _____, CHICAGO TITLE INSURANCE COMPANY Trustee, whose address (mailing and street) is 3030 Hoyt Avenue, Everett, WA 98201; and ADJUSTERS INTERNATIONAL, a Washington corporation, Beneficiary, whose address is 305 East Pine Street, Seattle, Washington, 98122.

WITNESSETH:

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



200210080062

Skagit County Auditor

10/8/2002 Page 2 of 7 10:56AM

PARCEL A

Lots 11 through 15, Block 24, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington;

TOGETHER WITH the South Half of vacated alley adjacent to Lots 11, 12, and 13.

PARCEL B:

Lot 16, Block 24, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington;

PARCEL C:

Lots 17 and 18, Block 24, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington;

PARCEL D:

The South 50 feet of Lots 8, 9 and 10, Block 24, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington;

TOGETHER WITH the North Half of vacated alley adjacent to said lots.

Situated in Skagit County, Washington.

Assessor's Property Tax Parcel No.: PARCEL A: 3772-024-013-0005
3772-024-015-0003
PARCEL B: 3772-024-016-0002
PARCEL C: 3772-024-018-0000
PARCEL D: 3772-024-010-0107

which real property is not used principally for agricultural or farming purposes, together with all 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 sums due Adjusters International under the terms of a Service Agreement dated February 24, 2001 upon any sale of the subject property.



200210080062

Skagit County Auditor

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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

3. The Trustee shall reconvey all or any part of the property conveyed 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 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 purchasers 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. Beneficiary shall have all remedies afforded at law or in equity.

7. In the event of the death, incapacity or 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 a 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.



200210080062

Skagit County Auditor

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, successors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.

9. If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option declare all sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall waive such option to accelerate, if prior to the sale or transfer, Beneficiary and the person to whom the property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sum secured by the Deed of Trust shall be at such rate as Beneficiary shall request.

[Signature]
LION INVESTMENTS, INC., a Nevada corporation, by its President JEFFREY R. WETMORE, Maker

[Signature]
JEFFREY R. WETMORE

[Signature]
VIRGINIA H. WETMORE

CALIFORNIA
STATE OF ~~WASHINGTON~~
SANTA BARBARA ss.
COUNTY OF ~~SNOHOMISH~~

On this 10 day Sept., 2002, before me, the undersigned, a Notary Public in and for the State of ~~Washington~~ ^{California}, duly commissioned and sworn, personally appeared ~~JEFFREY R. WETMORE and VIRGINIA H. WETMORE, husband and wife,~~ ^{she} to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that ~~they~~ ^{she} signed the same as ~~their~~ ^{her} free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me by ~~JEFFREY R. WETMORE and VIRGINIA H. WETMORE~~ on this 10 day of Sept., 2002.



[Signature]
PRINTED NAME: PATRICIA M. ORLANDO
NOTARY PUBLIC
in and for the State of ~~Washington~~ CALIFORNIA
My commission expires: March 10, 2004



200210080062
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that JEFFREY R. WETMORE is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: October 2, 2002.

J. Robert Leach
PRINTED NAME: J. Robert Leach
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 11-10-2004

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I have evidence that JEFFREY R. WETMORE is 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 acknowledged it as the President of LION INVESTMENTS, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 2, 2002.

J. Robert Leach
PRINTED NAME: J. Robert Leach
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 11-10-2004



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 convey, without warranty, to the parties designated by the term of said Deed of Trust, all the estate now held by you thereunder.

DATED: _____

Mail reconveyance to: _____



200210080062
Skagit County Auditor

10/8/2002 Page 7 of 7 10:56AM