

AFTER RECORDING MAIL TO:

Brett L. Smith
7519 Smith Drive
Sedro Woolley, WA 98284



200707160200
Skagit County Auditor

7/16/2007 Page 1 of 7 3:50PM

Recorded at the request of:
First American title
Reference No.: B91959

DEED OF TRUST

(For use in the State of Washington only)

ACCOMMODATION RECORDING ONLY **FIRST AMERICAN TITLE CO.**

B91959E4

THIS DEED OF TRUST, made this 13th day of July, 2007 between Kevin L. Brock, a married man, as his separate estate, GRANTOR, whose address is 16165 Benson Road, Bow, WA 98232, First American Title Of Skagit County, TRUSTEE, whose address is 1301-B Riverside Drive, Mount Vernon, WA 98273 and Brett L. Smith, Rhonda Smith and Jordan Smith BENEFICIARY, whose address is 7519 Smith Drive, Sedro Woolley, WA 98284.

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

Abbreviated Legal:

Ptn. Tract 4, "SEDRO ACREAGE" (aka Parcel "B" Survey, AF #200704170179)

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): P76926, 4170-000-004-0234

which real property is not used principally for agricultural 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 of the property.

This Deed of Trust is Junior and Subordinate to that certain Deed of Trust in Favor of, in the original amount of \$115,000.00, dated July 13, 2007, and filed of Record on _____ as Auditor's File Number _____, Official Records of Skagit County, Wa.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained in this Deed of Trust, and payment of the sum of EIGHTEEN THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$18,800.00) 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 of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of the Grantor's successors or assigns, together with interest thereon at the rate agreed upon.

DUE DATE: The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on December 30, 2007.

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 of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property 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 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 secured by this Deed of Trust 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 by this Deed of Trust 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. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

KB

Grantor (Initials)

BFS JRS by BFS RLS
Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. 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 by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust 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.

10. 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.

11. Upon default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. 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; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor 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.

13. 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.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, 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 an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/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.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. NONE

OR

b. As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies)



200707160200

Skagit County Auditor

Dated:

7-13-07

Kevin L. Brock

Kevin L. Brock

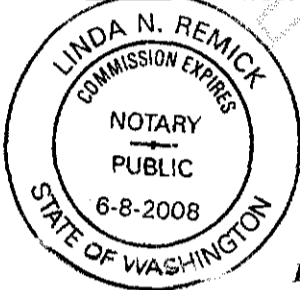
State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that **Kevin L. Brock** the person who appeared before me, and said person acknowledge that signed this instrument and acknowledge it to be free and voluntary act for the uses and purposes mentioned in this instrument.

Dated:

7-13-07

Linda N. Remick



Notary Public in and for the State of Washington
Residing at: Stanwood
My appointment expires: 6-8-08

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 _____



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EXHIBIT "A"
Legal description

The South 66.70 feet of the North 86.70 feet of the West 41.50 feet of the East 212 feet of Tract 4, "SEDRO ACREAGE", as per plat recorded in Volume 3 of Plats, page 35, records of Skagit County, Washington. Also known as Parcel "B" of Survey recorded under Auditor's File No. 200704170179.

TOGETHER WITH an easement for utilities over, under and through the East 30 feet of the West 71.50 feet of the South 10 feet of the North 30 feet of the East 212 feet of said Tract 4.

ALSO TOGETHER WITH a non-exclusive easement for ingress, egress and vehicular turnaround as described in easement recorded March 9, 2007 under Auditor's File No. 200703090002.



200707160200
Skagit County Auditor

After Recording Return To:
Private Mortgage Investments
P.O. Box 891
Burlington, WA 98233

MEMORANDUM OF MODIFICATION AGAINST DEED OF TRUST

12th

THIS AGREEMENT dated this 12th day of July, 2007, between **Brett L., Rhonda L. and Jordan Smith**, hereinafter referred to as "**Smith**" who is the Grantor under this certain Deed of Trust recorded February 2, 2005, under auditor's file number 200502040112 which secures a Promissory Note dated January 19, 2005, in the original amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00), hereinafter referred to as "Note", and **Evan L. & Ann E. Maxwell**, as Noteholder, hereinafter referred to as "**Maxwell**" who is the Beneficiary of said Deed of Trust.

WHEREAS, said Note is secured by that certain Deed of Trust dated January 19, 2005. Encumbering that real property described on exhibit "A":

TAX ACCOUNT NUMBER: P101775, P76926 & P76922

NOW, THEREFORE, IT IS AGREED that said Note shall be modified as follows:

- 1 That the Principal balance of the Note, as of July 19, 2007, is Two Hundred Twenty Five Thousand Dollars & No/100 (\$225,000.00)
- 2 That a Principal reduction of Ninety Thousand Dollars & No/100 (\$90,000.00) will be applied on July 19, 2007, bringing the total principal balance to: One Hundred Thirty Five Thousand Dollars & No/100 (\$135,000.00)
- 3 Payments shall decrease to \$1,068.75.
- 4 That all of the terms and conditions of the Note and Deed of Trust shall continue except as herein modified.
- 5 This agreement may be executed in counterparts.



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3:50PM

Grantors:

Brett L. Smith
Brett L. Smith

Rhonda L. Smith
Rhonda L. Smith

Jordan Smith by Brett L. Smith P.O.A.
Jordan Smith

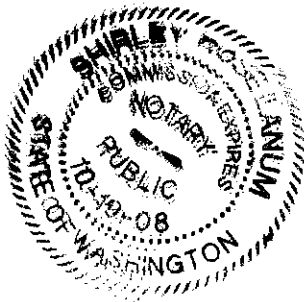
STATE OF WASHINGTON,

County of Skagit

On this day personally appeared before me Brett L. Smith, Rhonda L. Smith and ~~Jordan Smith~~, to me known to be the individual (s) described in and who executed the within and foregoing instrument, and acknowledged that he signed as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12th day of July, 2007.

Shirley Rose Lamm
Notary Public in and for the State of Washington
Residing at:
My appointment expires 10-19-2008



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Skagit County Auditor

ACKNOWLEDGEMENT-Attorney in Fact

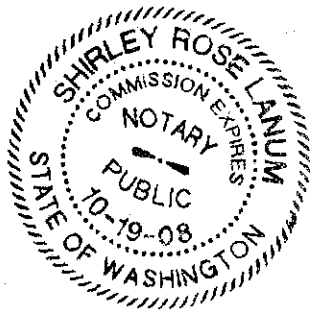
STATE OF WASHINGTON }
 } ss
County of SKAGIT }

On this 12 day of July, 2007, before me personally
appeared Brett L. Smith

to me known to be the individual who executed the foregoing instrument as Attorney in Fact for

Jordan Smith and acknowledged that he/she signed the same
as her/his free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes
therein mentioned, and on oath stated the the Power of Attorney authorizing the execution of this instrument
has not been revoked and that said principal is now living.

GIVEN under my hand and official seal the day and year last above written.



Shirley Rose Lanum
Notary Public in and for the State of Washington
Residing at: Burlington

My Appointment Expires: 10-19-2008



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Skagit County Auditor