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				GARY	Caury TORD CLSON
WHEN RECORDED	MAIL TO:				· CLOUM
Seafirst Bank		-			
Regional Loan Service	Center				
P.O. Box 3828			4.4		
Seattle, WA. 98124-3	928	_			
					
Account Number:	505 6545875 990110931430	-6999			
ACAPS Number: Date Printed:	2/8/1999		OPTION	15	- 8 4
Reconveyance Fee	\$0.00	1st DOT			a. " #
SER 2242	PERSONAL I	LINE OF CRE	DIT DEED	OF TRUCT	W. II.
T. D. S.			_ 1	OF TRUST	. 70. 70
THIS DEED OF TRUST Joe J. Warren And M	is made this	day of/	Feb	4	. 1999 between
Tool Wallet And W	cuse A. Wairen, II	luspand And Wile			
	-				
					Grantor,
whose address is 61		ON WA 98610			
RAINIER CREDIT COI		0.5			, Trustee,
and Bank of America N	TASA Doing Busines	19, Seattle, WA 9810	Panafistana at		
TYPECHEAD GIBIROF NA	A Británaci into ao a o	mannani with Dance	45-7	4 2 4 70 41 41 4	
time of:	o sepa	Attend may tackout	wing, up to a to	tal amount outst	agrees to lend to the anding at any point in
one hundred seven t	nousand dollars an	d no cents	7		
(\$ _107,000.00) (Dollars which indet	btedness is evi	idenced by Gree	ntor's Agreement and
Disclosure Statement I	rome Equity Line of (Credit signed on			, (herein
"Agreement"). The Agr	eement is incorporat	ted herein by referer	ce as though fo	Jy set forth.	
TO SECURE to Benef	iclary the repaymen	t of the indebtedr	ness evidenced	by the Agreem	nent, together with all
thereon, advanced to	Orotect the security	v of this Deed of	trierson, the p	payment of other	or sums, with interest
agreements of Grantor does hereby irrevocable described property in					
described property in	Ska	mania	County,	t, with the power State of Washing	of sale, the following
Lot 3, Picasant Valley	Acres According T	o The December 199	• -		
Plats, Page 147, In The	County Of Skaman	ia, State Of Washi	ngton.	corded In Book	A Of
-	- 1			Jug-	1000
. "	5.1	-	- 6	P Oe	190, (4)
- Th			- 10	M	A STATE OF THE PARTY OF THE PAR
Property Tax ID # 030	62130040100		- 1	Fel _{Ti}	ସେ
which real property is	not used principal	hy for portoring		KI V	
which real property is hereditaments, and applesues and profits thered	urtenances now or i	rereafter thereunto	or ramming pur belonging or in	poses, together any wise appert	with all tenements, aining, and the rents
held by Trustee hereund	er shall continue in a	Mact notwithstand:	and beneficiary	that this Deed o	f Trust and the estate
to Beneficiary under the Grantor to Beneficiary u	Agreement may ex	st, and shall survive	as security for	all new or additi	epregness of Grantor ional indebtedness of
to continuity u	was no whiselight	IIOIII TIMO-to-time a	rising.		

VARIABLE INTEREST RATE. This agreement contains a Variable Interest Rate. The Interest rate on Grantor's Indebtedness under the Agreement may vary from time-to-time in accordance with such rate or rates, as described in

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, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have loss payable 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 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.

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- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of efficiency or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees to the dimum extent allowable by law, in any such action or proceeding.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary's attorney's fees
- Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or liens, obuntary or knowntary, against the property.
- 7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under any a disting mortgage or deed of trust or real estate contract on the property, and to save Beneficiary harmless from the consequences of any failure to do so.
- 8. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, licruding flood insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the highest rate then applicable to Grantor's indebtedness under the Agreement or other loan document from the date of such payment, and all such payments with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

- In the event any portion of the property is taken or damaged in an eminent domain proceeding, the amount of the award or such portion thereof as may be necessary to fully satisfy the obligations secured is shall be paid to Beneficiary to be applied to said obligations.
- By accepting payment of any sum secured hereby 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.
- 3. The Trustee shall reconvey all of any part of the property covered by this Deed of Trust to the person thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligations securitien request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon the occurrence of an event of default as defined below, unless otherwise prohibited by law, 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 the Trustee's rustees shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligations secured by this Deed of Trust; (3) the surplus, if any, less the Court of the county in which the sale took place.
- 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 facile evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for walls.
- 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 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 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. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, feilure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, or the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.
- 9. This Deed of Trust applies to, incres to the benefit of, and is binding not only on the parties hereto, but on their lifes, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the older and owner of the Agreement or other evidence of indebtedness secured hereby, whether or not named as
- 10. This Deed of Trust has been delivered and accepted by 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.

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990110931430 **ACKNOWLEDGMENT BY INDIVIDUAL** FOR RECORDING PURPOSES, DO NOT WRITE, SIGN OR STAMP WITHIN THE ONE INCH TOP. BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS. OFFICIAL SEAL
SAMUEL D BAUER
NOTARY PUBLIC - O REGON
COMMISSION NO. 312857
BY COUNTYSION EXPIRES MA 25, 2002 STATE OF WASHINGTON County of Hood River THIS SPACE FOR NOTARY STAMP I certify that I know or have satisfactory evidence that Joe J. Warren and Melissa A. Warren are the individual(s) who signed this instrume أكار presence and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the 11104 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. STATE OF WASHINGTON THIS SPACE FOR NOTARY STAMP County of i certify that I know or have satisfactory evidence that 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 to be the free and voluntary act of such party for the u (NOTARY PUBLIC FOR THE STATE OF WASHINGTON) My appointment expires 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. Send Reconveyance To: FORM NO. 101030 R07-1998