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GARY M. OLSON

WHEN RECORDED MAIL TO:

eafirst Bank	ank					
legional Loan Service	Center					
O. Box 3828				1		
eattle, WA. 98124-3	828					
Account Number: ACAPS Number:	505 6987200 991031323550	-6999				
Date Printed:	4/26/1999 40.00					

The Contragalication 3000	1 100 40
SC た 226/6 PERSONAL LINE OF CREDIT DEED OF TRE	 UST
THIS DEED OF TRUST is made this day of MOW	, 99 between
Patrick Mccaulley And Linda Mccaulley, Husband And Wife	Detween
whose address is 520 N E MAJOR ST STEVENSON WA 98648	Grantor,
RAINIER CREDIT COMPANY	- · ·
whose address is 800 Fifth Avenue, Floor 19, Seattle, WA 98104 and Bank of America NT&SA Doing Business As Seafirst Bank, Beneficiary, at its above a	, Trustee,
WHEREAS Grantor has entered into an agreement with Beneficiary under which Bene Grantor from time to time, subject to repayment and reborrowing, up to a total amount twenty six thousand dollars and no cents	t outstanding at any point in
(\$ 28,000.00 ) Dollars which indebtedness is evidenced b	v Grantor's Agreement and
Disclosure Statement Home Equity Line of Credit signed on	$\Omega$
"Agreement"). The Agreement is incorporated herein by reference as though fully set for	th.
TO SECURE to Beneficiary the repayment of the indebtedness evidenced by the Arenawals, modifications, or extensions thereof, with interest thereon, the payment of thereon, advanced to protect the security of this Deed of Trust, and the performance agreements of Grantor herein contained, together with interest thereon at such rate as an does hereby irrevocably grant, bargain, set and convey to the Trustee in Trust, with the described property in Skamania County, State of Warning and County, State of Warni	of other sums, with interest ance of the covenants and
	power of sale, the following /ashington:

PARTS of 5-7 Blocks Hill cont 2 of Add

Property Tax ID # 03753623140000

which real property is not used principally for agricultural or farming ourposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof; it being the express intent of Grantor and Beneficiary that this Deed of Trust and the estate held by Trustee hereunder shall continue in effect notwithstanding that from time-to-time no indebtedness of Grantor to Beneficiary under the Agreement may exist, and shall survive as security for all new or additional indebtedness of Grantor to Beneficiary under the Agreement from time-to-time arising.

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 heroafter 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 Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees to the maximum extent allowable by law, in any such action or proceeding.
- 5. To pay all costs, fees and expenses in connection with this beed of Trust, including the expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary's attorney's fees actually incurred.
- 6. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or liens, voluntary or involuntary, against the property.
- 7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under any existing 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, including 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 perfc trnance 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 it requires the expenditure of 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 ITEMALINALAY ACCIONED.

### IT IS MUTUALLY AGREED THAT:

- 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 obligations secured hereby,
  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 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 obligations secured and written 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 sale. Trustee 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 clerk's filing fee, shall be deposited together with a copy of the recorded notice of sale with the clerk of the Superior 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 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 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 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 beed 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 aspocts 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, failure 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, 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 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.

<u></u>	
Patrick Weally	
Landa Mehalley	
<i></i>	
<i></i>	Page 2 of

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#### PARCEL

Lot 6 and Lot 5, except the North 38.79 feet thereof, all in Block 6, Second Addition to Hillcrest Acre Tracts, according to the recorded plat thereof, recorded in Book A of Plats, Page 100, in the County of Skamania, State of Washington.

#### PARCEL I

A portion of Let 7 in Block 6, Second Addition to Hitterest Acre Tracts, according to the recorded plat thereof, recorded in Book A of Plats, Page 100, in the County of Skamenia, State of Washington, described as follows:

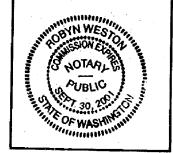
Beginning at the Northeast corner of the said Lot 7; thence West along the North line thereof 128.5 feet; thence South 25 feet; thence East 130 feet, more or less, to the Easterly line of the said Lot 7; thence North 11° 39' West to the point of beginning.

INITIAL HERE:

INITIAL HERE TO

## **ACKNOWLEDGMENT BY INDIVIDUAL**

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



ATTACHMENTS.	ARGINS OR AFFIX ANY	PUBLIC 30, 20 CO	
STATE OF WASHINGTON	)	OF WASHINGTON	
County of Clark	: ss. )	THIS SPACE FOR NOTARY STAMP	1
I certify that I know or hav	e satisfactory evidence that Pa	trick H. Mccaulley and Linda Mccaulley	
presence and acknowledged it to instrument.	o be (his/her/their) free and vol	s/are the individual(s) who signed this instrumed untary act for the uses and purposes mentioned	nt in my d in the
Dated: 5-1-99	NOTARY PUBLIC FOR THE STA	Weston (	_/_
My appointment expires		<u>.e.</u> [ 4	7
ACKNOWLEDGMENT	IN A REPRESENTATI	VE CAPACITY	
FOR RECORDING PURP SIGN OR STAMP WITHI BOTTOM AND SIDE MA ATTACHMENTS.	N THE ONE INCH TOO		
			-4
STATE OF WASHINGTON	W. 11		٦
County of	: ss. )	THIS SPACE FOR NOTARY STAMP	. 7
	satisfactory evidence that		
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REQUEST FOR RECONV	VEYANCE		
DEQUEST FOR RECONN Trustee: The undersigned is the hold that other indebtedness secure aid note or notes and this peed	VEYANCE  er of the note or notes secured by this Deed of Trust, have to the note of the no	by this Deed of Trust. Said note or notes, tog been paid in full. You are hereby directed to ca	ether ancel I the
EQUEST FOR RECONNOT Trustee:  The undersigned is the hold the indebtedoess seems.	VEYANCE  er of the note or notes secured by this Deed of Trust, have to the note of the no	by this Deed of Trust. Said note or notes, tog been paid in full. You are hereby directed to ca	ether ancel I the
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o Trustee: The undersigned is the hold ith all other indebtedness secure id note or notes and this Deed state now held by you under this is	er of the note or notes secured to by this Deed of Trust, have of Trust, which are delivered Deed of Trust to the person or p	by this Deed of Trust. Said note or notes, tog been paid in full. You are hereby directed to ca	ether ancel I the

ed:		
	Send Reconveyance To:	
NO. 101030 R07-1998	<del></del>	