BOOK 204 PLACE 631

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WHEN RECORDED MA	AIL TO:				
Bank of America			• .		
FOST CLOSING REVIEW.	#1255 CA3-701-02-25	-			
P.O. BOX 2314					4
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Reconveyance Fee \$ 0.0					
SCR 235/6 P	ERSONAL LIN	FOF CDE	DEED OF	Transcen	h. Whi
THIS DEED OF TRUST is anet R. Stump And Glery	made this	day of, d Husband	Venember	b	ctweea
<u> </u>			46. 10		
whose address is 52 WIL	DWOOD LN CARS	ON WA 9861	0		Grantor,
	h Avenue, Floor 19, Se	estic. WA 98104		·	; Trustee,
and Bank of America, N. A.,	Beneficiary, at its above	ve named address			;
WHEREAS Grantor has end Grantor from time to time, time of:	tered into an assume	nt with Result	iois	Beneficiary agrees sount outstanding	to lend to the
ighteen thousand dollars		William .	-		
\$ 18,000.00					
Disclosure Statement Pome	Equity Line of Credit	is which indeb Laiened on	tedness is evidence	ed by Grantoir's A	greement and
Agreement"). The Agreeme	nt is incorporated herei	n by reference z	s though fully set ford	, <i>311</i>	,(berein
O SECURE to Benefician	the renavment of	سالته المامة			edhar with all
bereon, advanced to pro-	tect the security of	this Dead of	Taret and the payme	of other sums,	with interest
oes hereby irrevocably greencribed property in	ant, cargain, sell and Skamania	couvey to the	Trustee in Trust, with County, State of Wasi	h the power of sale	, the following
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Truct Of Land Of In The Witlamette Meridian,	in the County Of Sk	camania State	Of Washington Da	marked to E-11	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
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Records.	-48				19.7
	40				177.44
roperty Tax ID # 03-08-2	1-2-0-0813-00		70	# 1	55.45
thick real property is no	t used principally &	e sericultural	or forming		
eld by Trustee hereunder	shall continue in effect	Octavithstandin	and Beneficiary that		
Beneficiary under the Ag	reemert may exist. a	nd shall survive	TE SECURE USES	no moestedne	ss of Grantor

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, Granior covenants and agrees:

- I. 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, figulations, covenants, conditions and restrictions affecting the property.
- 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.
- 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 fiens. All policies shall be in such companies as the Beneficiary may approve and have loss payable to the Beneficiary as its instreast may appear assi then to the Grantor. The amount collected under any insurance policy may be applied upon any indebteduess 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.

FORM NO. 101638 307-2000

- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trussee, and to pay all costs and expenses, including tost of title search and attorney's fees to the medimum extent allowable by law, in any such action or proceeding.
- 5. To pay all costs, fees and expenses in connection with this Doed of Trust, including the expenses incurred in actually incurred; secured bereby including, without limitation Trustee's and Eeneficiary's attorney's fees
- 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, incruming upon instructions, premiums, liens, encumbrances, or other charges against the property hereinshove described, or otherwise fail to keep and perform any of Grantoe'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 Grantoe is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foveclose the same, and any and all amounts so paid shall be repaid by the 8. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, including flood insurance 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 AUREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire nount of the award or such portion thereof as may be necessary to fully setisfy the obligations accured 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 entitled 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 the 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 automaty's for; (2) to the obligations accurred by this Deed of Trust; (3) the surplus, if any, less the clerk's fifting fee, shall be deposited together with a copy of the recorded notice of sale with the clerk of the Superior.
- 5. Trustée shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Gransor 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 therefore, conducted in compliance with all the requirements of faw and of this Deed of Trust, which recital shall be prime facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for
- 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 exchange remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortigage.
- 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.
- 3. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Doed of Trust: (a) Grantor consults frinci 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 their aspects of Grantor's financial conficien. (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 innurance, 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 lieu, 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 heirs, devisees, legances, administrators, executors, accessors 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 Dood of Trust has been delivered and accepted by Beneficiary in the State of Washington. This Dood of Trust shall be governed by and construed in accordance with the laws of the State of Washington.

and P Stump

BOOK 204 PAGE 633

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