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FRENCH MAGGRESSEN BY TRAMADIA CO, DILLE SEP 4 2 33 Fil 'OI

WHEN RECORDED MAIL TO: GARY M. OLSON Bank of America POST CLOSING REVIEW, #1255 CA3-701-02-25 P. O. BOX 2314 RANCHO CORDOVA, CA 95741 Account Number: ACAPS Number: 9699729 012231219430 8/22/2001 Date Printed: Reconveyance Fee: \$ 0.00 **DEED OF TRUST** 241 THIS DEED OF TRUST is granted this by Carroll P. Murphy And Michelle U. Murphy, Husband And Wife

("Grantor") to PRLAP, Inc. ("Trustee"), whose address is 800 Fifth Avenue, Floor 19, Seattle, Wa 98104, in trust for Bank of America, N. A., ("Beneficiary"), at its ORCHARDS BANKING CENTER office. "Grantor" herein shall mean each of them jointly and severally. Grantor agrees as follows:

1. CONVEYANCE. Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, all of Grantor's right, title and interest in the following described real property ("Property"), whether now owned or later acquired, located at ...

2582 Belle Center Road WASHOUGAL WA 98671 NUMBERI (STREET) (ZIP CODE) in Skamania County, Washington and legally described as:

Lot 2, Hale Short Plat, According To The Plat Thereof, Recorded In Book 2, Page 45, Skamania

County Short Plat Records. Also Described As Being The South Half Of Lot 4, Ward Acres Annex

Pup-trarate admitted to

Property Tax ID # 01-05-06-4-0-0711-00

together with all equipment and fixtures, now or later attached to the Property; all easements, tenements, hereditaments and appurtenances, now or later in any way appertaining to the Property; all royalties, mineral, oil and gas rights and profits derived from or in any way connected with the Property; all water and ditch rights, however evidenced, used in or appurtenant to the Property; and all leasehold interests, rents, payments, issues and profits derived from or in any way connected with the Property.

ASSIGNMENT OF RENTS.

2.1 ASSIGNMENT. Grantor further assigns to Beneficiary all of Grantor's interest in all existing and future leases, licenses and other agreements for the use or occupancy of the Property ("Contracts"), including the immediate and continuing right to collect, in either Grantor's or Beneficiary's name, all rents, receipts, income and other payments due or to become due under the Contracts ("Payments"). As long as there is no default under this Deed of Trust, Grantor is granted a license to collect the Payments, but such license shall not constitute Beneficiary's consent to Grantor's use of the Payments in any bankruptcy proceeding.

2.2 DISCLAIMER. Nothing contained in this Deed of Trust shall be construed as obligating Beneficiary or any receiver to take any action to enforce any provision of the Contracts, expend any money, incur any expense or perform any obligation under the Contracts. Beneficiary's duties are expressly smitted to giving of proper credit for all Payments

3. SECURED OBLIGATIONS. This Deed of Trust secures performance of each agreement made by Grantor contained in this Deed of Irust and the payment of the sum of one hundred thirteen thousand dollars and no cents

(\$ 113,000.00 with interest thereon as evidenced by a promissory note(s) signed on payable to Beneficiary or order and made by Grantor, and includes all renewals, modifications and extensions thereof, together with any payments made pursuant to paragraph 10.3 hereof ("Secured Obligations"). Nothing contained in this Deed of Trust shall be construed as obligating Beneficiary to make any renewal, modification, extension or future advance to Grantor. Grantor hereby consents to the filing for record by Beneficiary of an extension of this Deed of Trust if prior to the Maturity Date the secured obligations remain

4. AFFIRMATIVE COVENANTS. Grantor shall:

4.1 MAINTENANCE OF PROPERTY. Maintain and preserve the Property in good condition and repair, ordinary wear and tear excepted; complete any improvement which may be constructed on the Property; and restore any improvement which may be damaged or destroyed;

4.2 COMPLIANCE WITH LAWS. Comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

4.3 REAL ESTATE INTERESTS. Perform all obligations to be performed by Grantor under the Contracts;

4.4 PAYMENT OF DEBTS AND TAXES P assessments and governmental tiens or charges levied against the Property, and all claims for labor, materials, supplies the Property: all taxes or otherwise which, if unpaid, might become a lien or charge upon the Property: FORM NO. 012311 R07-2000

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ACKNOWLEDGMENT BY INDIVID	UAL
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FOR RECORDING PURPOSES, DO NOT SIGN OR STAMP WITHIN THE CHE INC	THE TOP
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STATE OF WASHINGTON	REAL CONTROL OF THE C
county of Clark, ss.	MAST.
I certify that I know or have satisfactory evi-	THIS SPACE FOR NOTARY STAMP dence that Carroll P. Murphy and Michelle U. Murphy
—	individual(s) who signed this instrument in my
resence and acknowledged it to be (his/hey/the	in the and voluntary act for the uses and purposes mentioned in the
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0 24 m	
Dated: 8 - 24 - 01	
NO SAN PROLIC FOR THE STATE OF WASHINGTON	My appointment expires 12/5/04
TO THE STREET WAS AND THE STREET	
REQUEST FOR RECONVEYANCE	
o Trustee:	or notes secured by this Deed of Trust. Said note or notes, together
ote or notes and this Deed of Trust, which are d	of frust, have been paid in full. You are hereby directed to cancel said
eld by you under this Deed of Trust to the person	n or persons legally entitled thereto.
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	Send Reconveyance To:
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