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WHEN RECORDED	MAIL TO:	•		· · · · · · · · ·
Bank of America	Consum	er Collateral Tracking		
FL9-700-04-11				- 4
9000 Southside Blvd,	Bldg 700			
Jacksonville, FL 3225	6	-		
Account Number:	2282465			
ACAPS Number: Date Printed: Reconveyance Fee:	022001843460 9/25/2002		FIRST AME	RICAN TITLE
neconejarce ree.		EED OF TRUST		(P)
THIS DEED OF	TRUST is granted this	26+3	y of <u>September</u>	
lrene K. Jerome	And James P. Jerome,	Wife And Husband	september	2002
"Grantor") to PRLAP	Inc. ("Trustee"), whose	address is P.O. Boy 22	40 075 0 14-1-	
32823. in trust for Ra	ank of America & A	("Donoficionally of its D	40, 275 S. Valencia	Avenue, Brea, CA
'Grantor' berein shall	ank of America, N. A.,	("Benenciary"), at its P	REMIER BANKING	- RAINIER office.
CHARLE LIGHT ZING	mean each of them join	by and severally. Granto	or agrees as follows	ŧ.,
1. CONVEYAN	CE. Grantor hereby ba	rgains, sells and conve	ys to Trustee in tr	ust, with power of
now owned or later ac	right, title and interest	in the following describ	ed real property (*	Property*), whether
		B. 70		
441 Columbia Stree (NUMBER)		CARSON WA 98610	· · · · · · · · · · · · · · · · · · ·	
	(STREET)		ату)	(ZIP CODE)
	County, V	Vashington and legally d	escribed as:	-
Of 31, Columbia Heig	hts, According To The P	tat Thereof, Recorded In	Book "A", Page 1	38, In The
Washington.	State Of Washington, Sit	uate in The County Of S	kamania, State Of	fign traine
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J T				· 661.00
			- T	Pitrad
reporty Tax ID #030	6 29 4 1 1800 00	· III		
ogether with all equip	pment and fixtures, now	or later attached to the	e Property: all case	ements tonomente
voi o cuitcui noi ilis cui lui app	Purieriances, now or late	r in any way appertainin	to the Properties	il coumiting with a set
A min gus rights and	t brong delived from or	In any way connected	with the Property	all water and dist.
Sing, Indiana Chick	enced, used in or appu profits derived from or in	RIGHANT to the Propert	w and all learning	old interests, rents,
2. ASSIGNMEN	T OF RENTS	ally way corrected thu	the Property.	
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uture leases, ticenses	MENT. Grantor further a and other agreements for	ISSIGNS to Beneficiary all	of Grantor's interes	st in all existing and
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Beneficiary or any reci	MER. Nothing containe eiver to take any action is	to extrace any management	st shall be const	rued as obligating
are any expense of h	Appropriately configuration of	1000 the Contracts. Bene	of the Contracts, (	expend any money,
Line of an brobar credit	TO THE LANDSCOTE LECTION	O DV It.		•
3. SECURED OF irantor contained in th	BLIGATIONS. This Deed is Deed of Trust and th	of Trust secures perfor	mance of each ag	reement made by
orty four thousand do	mars and no cents	a havilleuir Of rue sam o	т <u>—                                     </u>	Dollars
44,000.00		4		Dollars.
		on as evidenced by		and the second s
September 26	, 2002	, payable to Beneficiar	y or order and max	te by Grantor, and
aragraph 10.3 herenf	modifications and extens	200s Meteof tonethory	44th 2011 001-00-1-	
	("Secured Obligations"). to make any renewal, m	NOTIFIC COntained in the	is Cook of Traces as	all he seemed '
	A 1 IN INCOLO DA RE	Neticiary of an extension	i luiure advance to n of this Deed of T	Urantor, Grantor
Aturity Date the secur	OU COULD AUDING THE PROPERTY OF	itstanding.		MORTE DESCRIPTION TO THE

## 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 darnaged 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. Pay promptly all obligations secured by the Property; all taxes, assessments and governmental tiens or charges levied against the Property; and all claims for labor, materials, supplies or otherwise which, if unpaid, might become a lien or charge upon the Property;
- 4.5 INSURANCE. Insure continuously, with financially sound and reputable insurers acceptable to Beneficiary, all improvements on the Property against all risks, casualties and losses through standard fire and extended coverage insurance or etherwise, including, without limitation, insurance against fire, theft, casualty, vandalism and any other risk Beneficiary may reasonably request. The insurance policies shall be in an aggregate amount of not less than the full replacement cost of all improvements on the Property, including the cost of demolition and removal of debris, and shall name Beneficiary as loss payee, as its interest may appear. The amounts collected under the insurance policies may be applied to the Secured Obligations in any manner as Beneficiary determines, and such application shall not cause discontinuance of any proceeding to foreclose upon this Deed of Trust. In the event of foreclosure, all of Grantor's rights in the insurance policies shall pass to purchaser at the foreclosure sale;
- 4.6 HAZARDOUS WASTE. Notify Beneficiary within twenty-four (24) hours of any release of a reportable quantity of any hazardous or regulated substance, or of the receipt by Grantor of any notice, order or communication from any governmental authority which relates to the existence of or potential for environmental pollution of any kind existing on the Property, or results from the use of the Property or any surrounding property; and
- 4.7 COSTS AND EXPENSES. Pay, reimburse and indemnify Beneficiary for all of Beneficiary's reasonable costs and expenses incurred in connection with foreclosing upon this Deed of Trust, defending any action or proceeding purporting to affect the rights or duties of Beneficiary or Trustee under this Deed of Trust, or managing the Property and collecting the Payments, including, witnout timitation, all attorneys' fees and value of the services of staff counsel, legal expenses, collection costs, costs of title search, and trustee's and receiver's fees to the maximum extent allowable by law.
  - 5. NEGATIVE COVENANTS. Grantor shall not without Beneficiary's prior written consent:
    - 5.1 PAYMENTS. Accept or collect Payments more than one (1) month in advance of the due date:
    - 5.2 MODIFY CONTRACTS. Terminate, modify or amend any provision of the Contracts; or
- 5.3 RESTRICTIONS ON CONVEYANCES. Transfer or convey any interest in the Property, except by will or intestacy.
- EMINENT DOMAIN. In the event any portion of the Property is taken through eminent domain, the amount of the award to which Grantor is entitled shall be applied to the Secured Obligations.
- 7. RECONVEYANCE. Trustee shall reconvey such portion of the Property to the person entitled thereto upon written request of Beneficiary, or upon satisfaction of the Secured Obligations and written request for reconveyance made by Beneficiary or any person interested in the Property.
- 8. SUCCESSOR TRUSTEE. In the event of death, incapacity, disability or resignation of the Trustee, identificiary may appoint a successor trustee and, upon the recording of such appointment in the 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.
- 9. EVENTS OF DEFAULT. The occurrence of any of the following events shall, at Beneficiary's option, and at any time without regard to any previous knowledge on Beneficiary's part, constitute a default under the terms of this Deed of Trust, the Secured Obligations and all related loan documents:
- 9.1 NON-PAYMENT OF PRINCIPAL OR INTEREST. Any payment of principal or interest on the Secured Obligations is not made when due; or
- 9.2 FAILURE TO PERFORM. Any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property is not paid when due; or any other term, covenant or agreement of Grantor contained in this Deed of Trust or in any other document with Beneficiary, or in which Grantor grants a security interest in the Property, is not promptly performed or satisfied.

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- 10. REMEDIES UPON DEFAULT, If any default occurs and is continuing, Beneficiary may, at its option:
- 10.1 TERMINATE COMMITMENT. Terminate any outstanding and unfulfilled commitment to Grantor;
- 10.2 ACCELERATE. Declare any or all of the Secured Obligations, together with all accrued interest, to be immediately due and payable without presentment, demand, protest or notice of any kind, all of which are expressly waived by Grantor;
- 10.3 PAYMENTS. Pay such sums as may be necessary to pay any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property, without prejudice to Beneficiary's right to accelerate the Secured Obligations and foreclose upon this Deed of Trust. Grantor shall reimburse Beneficiary, upon demand, for all such amounts paid by Beneficiary, with interest thereon from the date of such payment at the highest rate that is, from time to time, applicable on any of the Secured Obligations. All unreimbursed amounts shall be added to and become a part of the Secured Obligations;
- 10.4 COLLECTION OF PAYMENTS. Terminate the license granted to Grantor to collect the Payments; take possession of, manage and operate the Property under the terms of the Contracts; and demand and collect all Payments, including endorsing any check, draft or other instrument given as payment, either by itself or through an agent or judicially-appointed receiver. The Payments shall be applied first to payment of the costs of managing the Property and collecting the Payments, and then to the Secured Obligations;
- 10.5 TRUSTEE'S SALE. Direct the Trustee, upon written request, to sell the Property and apply the sale proceeds in accordance with Washington's Deed of Trust Act (RCW 61.24.010, et seq.). Any person, except Trustee, may bid at the Trustee's sale; and
- 10.6 OTHER REMEDIES. Pursue all other available legal and equitable remedies, including, without limitation, foreclosing upon this Deed of Trust as a mortgage.

Grantor expressly waives any defense or right, in any action or proceeding in connection with the Secured Obligations, that Beneficiary must first resort to any other security or person.

- 11. WAIVER. No waiver by Beneficiary of any deviation by Grantor from full performance of this Deed of Trust or the Secured Obligations, as the case may be, shall constitute a waiver of Beneficiary's right to require prompt payment or to assert any other right or remedy provided for in this Deed of Trust or the secured Obligations on the basis of the same or similar failure to perform.
- 12. SUCCESSORS AND ASSIGNS. This Deed of Trust inures to the benefit of and is binding upon the respective heirs, devisees, legatees, administrators, executors, successors and assigns of the parties hereto.
- 13. APPLICABLE LAW. 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.

022001843460 FORM NO. 012311 R03-2002

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