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ROOK 233 PAGE 636

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J. MICHAEL SON

DOCUMENT COVER PAGE

This Deed of Trust is being re-recorded to correct legal description only.

Title of Document: Deed of Trust (Personal Line of Credit)

Date of Document: May 18, 2001

Grantor's Name(s): Thomas C. Bissell

Grantee's Name(s): PRLAP, Inc., for the benefit of Bank of America, N.A.

Statutory Address(es): Bank of America, N.A. 1400 Best Plaza Drive Richmond, VA 23227

Reference book and page(s): Book - 212, Page - 713

Abbreviated Legal - S1/2 NE 1/4 Sec 22 T3N R10E See Full Legal Attached

Assessor Parcel # - 03-10-22-0-0-1701-00

Return Recorded Document to:
Bank of America, N.A.
Deed Corrections - 3rd Floor
1400 Best Plaza Drive
Richmond, VA 23227

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BOOK 212 PAGE 7/3

FILED FOR BORD SPARES AT WASH BY SKANANIA CO. TITU

Ju 23 3 00 fil 'Ol Caury AUDITOR GARY H. OLSON

WHEN RECORDED MAIL TO:	GARY M. OLSON			
Bank of America	800K 233 PAGE 63			
POST CLOSING REVIEW, #1255 CA3-701-02-25 P.O. BOX 2314				
RANCHO CORDOYA, CA 95741				
Account Number: -503 1974088 -6999 ACAPS Number: -011031550350 Date Printed: 5/14/2001 Reconveyance Fee \$0.00	1/1			

PERSONAL LINE OF CREDIT DEED OF TRUST

day of may THIS DEED OF TRUST is made this 8 . 2col between Thomas C. Bissell, An Unmarried Person whose address is 241 SOOTER ROAD UNDERWOOD WA 98551 Grantor. PRLAP, Inc. whose address is 800 Fifth Avenue, Floor 19, Seattle, WA 98104 Trustee, and Bank of America, N. A., Beneficiary, at its above named address. WHEREAS Grantor has entered into an agreement with Beneficiary under which Beneficiary agrees to lend to the Grantor from time to time, subject to repayment and reborrowing, up to a total amount outstanding at any point in seventy five thousand dollars and no cents) Dollars which indebtedness is evidenced by Granton's Agreement and Disclosure Statement Home Equity Line of Credit signed on May [] "Agreement"). The Agreement is incorporated herein by reference as though fully set forth. . 2001 , (herein IO SECURE to Beneficiary the repayment of the indebtedness evidenced by the Agreement, together with all renewals, modifications, or extensions thereof, with interest thereon, the payment of other sums, with interest thereon, advanced to protect the security of this Deed of Trust, and the performance of the coverants and agreements of Grantor herein contained, together with interest thereon at such rate as may be agreed upon, Grantor does hereby irrevocably grant, bargain, sell and convey to the Trustee in Trust, with the power of sale, the following described property in

Skamania

County, State of Washington:

Abbreviated Legal: S 1/2 Ne 1/4 Sec 22 T3n R10e See Full Legal Attached. 199e

INCORRECT LEGAL DESCRIPTION

IPTION

| All the control of the con

Froperty Tax ID # 03-10-22-0-0-1761-00

which real property is not used principally for agricultural or farming purposes, 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 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 PATE. This agreement contains a Variable Interest Rate. The interest rate on Granton's indebtedness under the Agreement may vary from time-to-time in accordance with such rate or rates, as described in the Agreement.

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.
- To pay before definquent 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 having another than the property described having a prope
- 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 interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon 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

FORM NO. 101030 R07-2000

Page 1

BOOK 212 PAGE 714 800x 233 page 638

- 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 Deed of Trust, including the expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary'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, including flood insurance 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 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 their 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:

- 1. In the event any portion of the property is taken or damaged in an erninent 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 filling 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 marranty, which shall comey 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
- 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.
- 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 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, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited our poses. 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

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800K 2/2 PAGE 7/5 ROOK 233 PAGE 639

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ACKNOWLEDGMENT BY	INDIVIDUAL		
FOR RECORDING PURPOSE SIGN OR STAMP WITHIN T BOTTOM AND SIDE MARGIATTACHMENTS.	S, DO NOT WRITE, HE ONE INCH TOP, NS OR AFFIX ANY	VALER NOTARY	CIAL SEA E D. BUR RIL UBLIC-OFFEGON SON NO. 3 8022
STATE OF WASHINGTON County of Hood kiven) : ss.	MY COMMISSION EX	PIRES NOV 12, 2002
	_)	THIS SPACE FOR NOTAR	YSTAMP
I certify that I know or have sati	isfactory evidence that Inc	mas C. Bisseti	
	- 49		4.9
		11	
		_	
presence and acknowledged it to be (instrument.	is/his/her/their) free and volur	are the individual(s) who signs trary act for the uses and purp	ed this instrument in my poses mentioned in the
Dated: 5-19-c1	NOTARY PUBLIC FOR THE STATE	OE WASHINGTON	
My appointment expires	11-12-02	<u></u>	-
)		O
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)	
			4)
REQUEST FOR RECONVE	YANCE	-	·
To Trustee: The undersigned is the holder of with all other indebtedness secured be said note or notes and this Deed of estate now field by you under this Deed	Tours	Southern street 100 Ste Ust	BDy directed to cancel
Dated:		·	
	Send Reconveyance To:	÷	
FORM NO. 101030 907-2000			

BOOK 2/2 PAGE 7/6
BOOK 233 PAGE 640

SCHEDULE C

The land referred to in this policy is situated in the state of Washington, county of Skamania and is described as follows:

Parcel 1:

A tract of land located in the Southeast quarter of the Northeast quarter of Section 22, Township 3 North, Range 10 East of the Willamette Méridian, described as follows: Beginning at a point South 89° 33° West 974.81 feet from the quarter corner common to Sections 22 and 23, Township 3 North, Range 10 East of the Willamette Meridian: Thence South 89° 33° West 56.32 feet; thence North 00° 29° East 19 feet to the true point of beginning of the tract hereby described; thence North 00° 20° East 252 feet; thence South 84° 18° East 167.42 feet; thence South 29° 50° East 87 feet; thence South 09° 25° East 43 feet; thence South 50° 08° West 182.56 feet; thence South 89° 33° West 79.07 feet to the true point of the beginning

Parcel 2:

The East one half of the following described tract of land located in the South half of the Northeast quarter of Section 22, Township3 North, Range 10 East of the Willamette Meridian, described as follows:

Beginning at a point South 89' 33' West 974.81 feet from the quarter corner on the East line of the said Section 22: thence South 89' 33' West 56.32 feet; thence North 00' 29' East 19 feet to the initial point of the tract hereby described: thence North 00' 29' East 252 feet; thence South 89' 33' West 130 feet: thence South 00' 29' West 252 feet; thence North 89' 33' East 130 feet to the true point of the beginning.

800K 233 PAGE 641.

PAY TO THE UNDER OF

WITHOUT RECOURSE Bank of America, N.A.

300 C 1100V

역복 E. MACK

ROOK 233 PAGE 642

CORRECT LEGAL DESCRIPTION EXHIBIT A

PARCEL 1:

A TRACT OF LAND IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3, NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89° 33' WEST 974.81 FEET FROM THE QUARTER CORNER ON THE EAST LINE OF THE SAID SECTION 22; THENCE SOUTH 89° 33' WEST 56.32 FEET; THENCE NORTH 00° 29' EAST 19 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED, THENCE NORTH 00° 29' EAST 252 FEET; THENCE SOUTH 89° 33' WEST 65 FEET; THENCE SOUTH 00° 29' WEST 252 FEET; THENCE NORTH 89° 33' EAST 65 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II:

A TRACT OF LAND IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89° 33' WEST 974.81 FEET FROM THE QUARTER CORNER ON THE EAST LINE OF THE SAID SECTION 22; THENCE SOUTH 89° 33' WEST 56.32 FEET; THENCE NORTH 00° 29' EAST 19 FEET TO THE INITIAL POINT ON THE TRACT HEREBY DESCRIBED, THENCE NORTH 89° 33' EAST 45 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT WHICH IS NORTH 00° 20' EAST 252 FEET FROM THE INITIAL POINT THENCE SOUTH 00° 29" WEST 252 FEET TO THE INITIAL POINT.