

149593

247 PAGE 12

FAT Equity

P. L. L. L.

WHEN RECORDED MAIL TO:  
Bank of America Consumer Collateral Tracking  
FL9-700 04-01  
5000 Southside Blvd, Bldg 700  
Jacksonville, FL 32256

Account Number: 35309007018195233  
CAP Number: 031071416360  
Date Printed: 07/16/03  
Reconveyance Fee: \$ 0.00

FIRST AMERICAN TITLE

4224872

## DEED OF TRUST

THIS DEED OF TRUST is granted this 17<sup>th</sup> day of July, 2003  
by RONALD D. HOLBROOK AND JULIA C. HOLBROOK, HUSBAND AND WIFE AND JOSHUA W.  
HOLBROOK AND JENNIFER M. HOLBROOK, HUSBAND AND WIFE

("Grantor") to PRLAP, Inc. ("Trustee"), whose address is 10850 White Rock Road, Ste. 201 Rancho Cordova, CA 95670, in trust for Bank of America, N.A. ("Beneficiary"), at its CAMAS 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

312 WARD ROAD, WASHOUGAL, WA 98671

(NUMBER)

(STREET)

(CITY)

(ZIP CODE)

in CLATSOP SKAMANIA County, Washington and legally described as:

LOT 6, WARD ACRES ANNEX, AS PER PLAT FILED IN BOOK "A" OF PLATS, PAGE 152, RECORDS OF SKAMANIA COUNTY, WASHINGTON. ABBRY LEGAL LOT 6 WARD ACRES ANNEX BK A PG 152 Dated: 03/05/99 Add'l Information: DEED OF TRUST RECORDING NO. 187/475

Property Tax ID # 01059640070600

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.

## 2. 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 limited to giving of proper credit for all Payments received by it.

Reference No: 013002 - 031071416360  
CLS3183-1 /0006/WA/ID 03-02  
93-05-3183NSB

Washington

3. SECURED OBLIGATIONS. This Deed of Trust secures performance of each agreement made by Grantor contained in this Deed of Trust and the payment of the sum of Seventy Thousand and 00/100'S Dollars. (\$70,000.00) with interest thereon as evidenced by a promissory note(s) signed on July 17<sup>th</sup>, 2003, payable to Beneficiary or order and made by Grantor, and including 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 outstanding.

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. Pay promptly all obligations secured by the Property; all taxes, assessments and governmental liens 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 otherwise, 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, without limitation, 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.

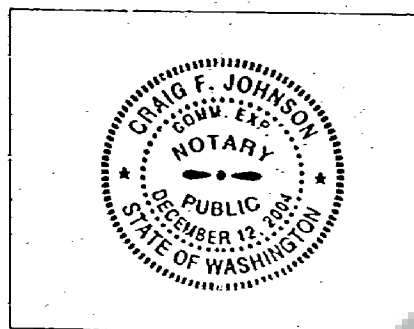
6. EMINENT DOMAIN. In the event any portion of the Property is taken through eminent domain, the amount of the award to which Grantor is entitled shall be applied to the Secured Obligations.

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, Beneficiary 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.

ACKNOWLEDGEMENT BY INDIVIDUAL

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



THIS SPACE FOR NOTARY STAMP

STATE OF WASHINGTON )  
County of CLARK ) ss.

I certify that I know or have satisfactory evidence that JOSHUA W. HOLBROOK and JENNIFER  
M. HOLBROOK and RONALD D. HOLBROOK and JULIA C. HOLBROOK

is/are the individual(s) who signed this instrument in  
my presence and acknowledged it to be his/her/their free and voluntary act for the uses and purposes  
mentioned in the instrument.

Dated: 7/18/03

*Craig F. Johnson*  
NOTARY PUBLIC FOR THE STATE OF WA

My appointment expires 12/12/04

REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes,  
together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby  
directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey,  
without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally  
entitled thereto.

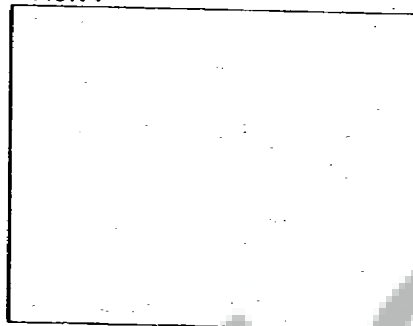
Dated: \_\_\_\_\_

Send Reconveyance To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOOK 247 PAGE 76

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

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



THIS SPACE FOR NOTARY STAMP

STATE OF WASHINGTON )

County of \_\_\_\_\_ : ss.  
\_\_\_\_\_ )

I certify that I know or have satisfactory evidence that JOSHUA W. HOLBROOK and JENNIFER

M. HOLBROOK and RONALD D. HOLBROOK and JULIA C. HOLBROOK

is/are the individual(s) who signed this instrument in my presence, on oath stated  
that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the

\_\_\_\_\_ of \_\_\_\_\_  
(TITLE)

\_\_\_\_\_ (ENTITY)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_

My appointment expires \_\_\_\_\_