#### RETURN ADDRESS

CUSTOM RECORDING SOLUTIONS
2550 N. REDHILL AVE.
SANTA ANA, CA. 92705

Doc # 2006162316
Page 1 of 8
Date: 07/17/2006 10:34A
Filed by: CUSTOM RECORDING SOLUTIONS
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$40.00

Document Title(s)	
ORDER #: 2568043	
PERSONAL LINE OF CREDIT DEED OF	+ (/
TRUST	
Reference Numbers(s) of related do	cuments
A.F. :	
Grantor(s) (Last, First and Middle Initial)	Additional Reference #□s on page
Lloyd, Chris M.	Lloyd, Lee Samler
	Additional grantors on page
Grantee(s) (Last, First and Middle Initial)	
BANK OF AMERICA, N.A.	4 1 1
PRLAP, INC TRUSTEE	
	Additional grantees on page
Legal Description (abbreviated form: i.e. lot, ble	ock, plat or section, township, range, quarter/quarter)
Lot 10, Scenic Heights No. 1, Rec'd in Bk. A, PG	133
	Additional legal is on page
Assessor's Property Tax Parcel/Acc	count Number
03102034080000	
	Additional parcel #□s on page
The Auditor/Recorder will rely on the information provided or completeness of the indexing information provided herein.	on this form. The staff will not read the document to verify the accuracy
I am requesting an emergency nonstandard recording understand that the recording processing requirement original document.	for an additional fee as provided in RCW 36.18.010. Is may cover up or otherwise obscure some part of the text of the
Signature of Requesting Party	

Recording requested by: LSI When recorded return to: Custom Recording Solutions 2550 N. Redhill Ave. Santa Ana, CA. 92705 800-756-3524 ext. 5011	illateral Tracking	
Account Number:         353682001454           CAP Number:         061501342350           Date Printed:         06/16/06           Reconveyance Fee \$         0.00		ED OF TRUET
PERSONA	AL LINE OF CREDIT DE	ED OF INUST
THIS DEED OF TRUST is made this	LLOYD, HUSBAND AND WIF	E who dequies Chris
where and Bank of America, N.A., Beneficial Where As Grantor has entered into a to the Grantor from time to time, so at any point in time of:  Fifty Thousand and 00/100'S  (\$ 50,000.00 ) Dollars  Disclosure Statement Home Equity Lit (herein "Agreement"). The Agreement  TO SECURE to Beneficiary the repay all repewals modifications or extensions.	e Rock Road, Ste. 201 Rancery, at its above named addressed an agreement with Beneficial abject to repayment and rebuilding the second of the indebtedness is a second of the indebtedness ensions thereof, with interest	evidenced by Grantor's Agreement and evidenced by the Agreement, together with thereon, the payment of other sums, with
interest thereon, advanced to prote	ct the security of this Der r herein contained, together y irrevocably grant, bargain,	ed of Trust, and the performance of the with interest thereon at such rate as may sell and convey to the Trustee in Trust,

SEE FULL LEGAL ATTACHED
Property Tax ID # 03 0203480000

CLS3164-1 /0010/WA 02-04 47-05-3164NSB Reference No: 013023 - 061501342350 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 held by Trustee hereunder shall continue in effect notwithstanding that from time-to-time no indebtedness of Grantor 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 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 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.
- 2. 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.
- 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 policies shall be in such companies as the Beneficiary may approve and have loss payable to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness 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.
- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary to 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 actually incurred.
- 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 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 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 AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent 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.
- 2. 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 a 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 filing 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 warranty, which shall convey 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 facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.
- 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 exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

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- 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.
- 8. 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 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 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 Beneficiary herein.

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.

CHRIS M LLOYD

LEE SAMJER LLOYD

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#### **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 CVEGON
STATE OF WASHINGTON CVEGOUS: ss.  County of SKAMANIA Hood River
I certify that I know or have satisfactory evidence that CHRIS M LLOYD and LEE SAMLER
LLOYD
LLOID
the state of the s
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: 624-04 Charlotte Pources
AIGTARY RIBITO FOR THE STATE OF WASHINGHAN
Charlotte Palmer Ovegon
My appointment expires 1215-06 Charlotte Palmer Ovegon  Resides at Oregon
Nestores an oregon
REQUEST FOR RECONVEYANCE
ILLEGEOT ( GILLIEGE I I GILLIE GEORGE I I GILLIE GEORGE I GILL
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.
entitled thereto.
Dated:
Send Reconveyance To:

### 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.	THE ODAS STOLET OF CTAMP
,	THIS SPACE FOR NOTARY STAMP
STATE OF WASHINGTON ; ss.	(C)
South of Steam and	
I certify that I know or have satisfactory evidence that	at
and	is/are the individual(s) who
signed this instrument in my presence, on oath stated the instrument and acknowledged it as the	
(T	TITLE) (ENTITY)
to be the free and voluntary act of such party for the use	es and purposes mentioned in the instrument.
Dated:	
(NOTARY PUB	BLIC FOR THE STATE OF WASHINGTON)
My appointment expires	

Order ID: 2568043 Loan No.: 061501342350

## EXHIBIT A LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON:

LOT 10, SCENIC HEIGHTS NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK A, PAGE 133, SKAMANIA COUNTY PLAT RECORDS.

WITH THE APPURTENANCES THERETO.

APN: 03102034080000