

10  
KATHY HILL  
SKAGIT COUNTY AUDITOR

'99 MAY -4 P12:03

WHEN RECORDED MAIL TO:

RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

Seafirst Bank  
Regional Loan Service Center  
P.O. Box 3828  
Seattle, WA. 98124-3828

9905040086

LAND TITLE COMPANY OF SKAGIT COUNTY T-89320-T

Account Number: 505 8010258 -6999  
ACAPS Number: 990851156530  
Date Printed: 4/8/1999  
Reconveyance Fee \$0.00

PERSONAL LINE OF CREDIT DEED OF TRUST

THIS DEED OF TRUST is made this 14 day of April, 1999 between  
Duane D. Lee And Diana Falcon Lee, Husband And Wife

Grantor,  
whose address is 2501 CINDY PL MOUNT VERNON WA 98273;  
RAINIER CREDIT COMPANY, Trustee,  
whose address is 800 Fifth Avenue, Floor 19, Seattle, WA 98104;  
and Bank of America NT&SA Doing Business As Seafirst Bank, 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 time of:

ten thousand dollars and no cents

(\$ 10,000.00) Dollars which indebtedness is evidenced by Grantor's Agreement and Disclosure Statement Home Equity Line of Credit signed on \_\_\_\_\_, \_\_\_\_\_, (herein "Agreement"). The Agreement is incorporated herein by reference as though fully set forth.

TO 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 covenants 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 \_\_\_\_\_ Skagit \_\_\_\_\_ County, State of Washington:

Lot 45, "Plat Of Riverview", As Per Plat Recorded In Volume 11 Of Plats, Page 12, Records Of Skagit County, Washington. Situate In The City Of Mount Vernon, County Of Skagit, State Of Washington.

Property Tax ID # 4226-000-045-0007

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.

FORM NO. 101030 R07-1998

Page 1 of 3

9905040086

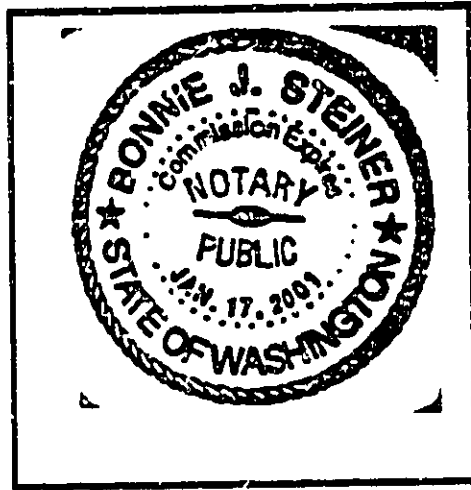
BK 1985 PG 0081



990851158530

**ACKNOWLEDGMENT 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 )  
 : ss.  
County of SKAGIT )

I certify that I know or have satisfactory evidence that Duane D. Lee and Diana Falcon Lee

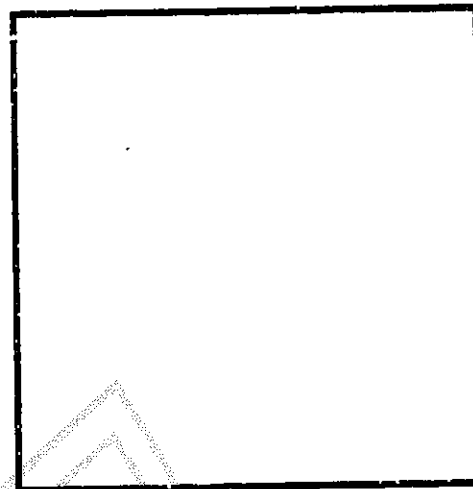
is/are the individual(s) who signed this instrument in my presence and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4-14-99   
(NOTARY PUBLIC FOR THE STATE OF WASHINGTON)

My appointment expires 1-17-2001

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

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
and \_\_\_\_\_ 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 WASHINGTON)

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

**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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9905040086

BK 1985 PG 0083

