



200409170092

Skagit County Auditor

9/17/2004 Page

1 of

8 11:13AM

WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking

FL9-700 0401

9000 Southside Blvd, Bldg 700

Jacksonville, FL 92256

LAND TITLE OF SKAGIT COUNTY

m14728

Account Number: 35368200118075399
CAP Number: 042261012251
Date Printed: 08/31/04
Reconveyance Fee \$ 0.00

PERSONAL LINE OF CREDIT DEED OF TRUST

THIS DEED OF TRUST is made this 1st day of SEPTEMBER, 2004 between
CURTIS E. JOHNSON AND DEANN JOHNSON, WHO ARE MARRIED TO EACHOTHER AND ERICA JOHNSON,
AN UNMARRIED PERSON

Grantor,
whose address is 18484 BEST ROAD MOUNT VERNON, WA 98273 ;

PRLAP, Inc. . Trustee,
whose address is 10850 White Rock Road, Ste. 201 Rancho Cordova, CA 95670 ;
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 time of:

Seventy Four Thousand and 00/100'S
(\$ 74,000.00) Dollars which indebtedness is evidenced by Grantor's Agreement and Disclosure Statement Home Equity Line of Credit signed on 9-2-04 ,
(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:

SEE ABBREVIATED LEGAL

LOT 12, BLK. 9, PLAT OF TOWN OF SEDRO, VOL. 1, PG. 17.

SEE FULL LEGAL ATTACHED

Property Tax ID # R15378 330304-2-011-

CLS3164-1 /0010/WA 02-04

47-05-3164NSB

Reference No: 013002 - 042261012251

Page 1 of 6

Washington

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 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 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.

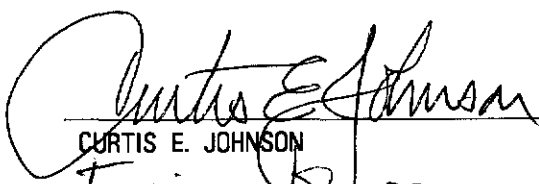



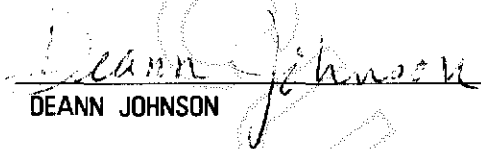
7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with 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.

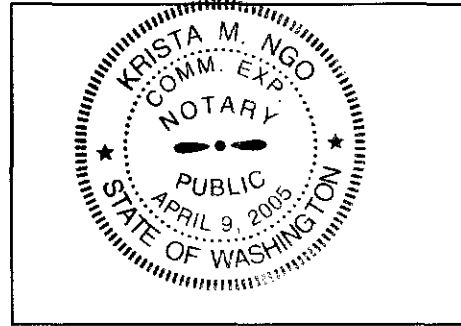

CURTIS E. JOHNSON

ERICA JOHNSON


DEANN JOHNSON



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 SKAGIT) : ss.

I certify that I know or have satisfactory evidence that CURTIS E. JOHNSON and DEANN JOHNSON
and ERICA JOHNSON

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: Sept. 2, 2004 [Signature]
(NOTARY PUBLIC FOR THE STATE OF WASHINGTON)

My appointment expires April 9, 2005

REQUEST FOR RECONVEYANCE

To Trustee:

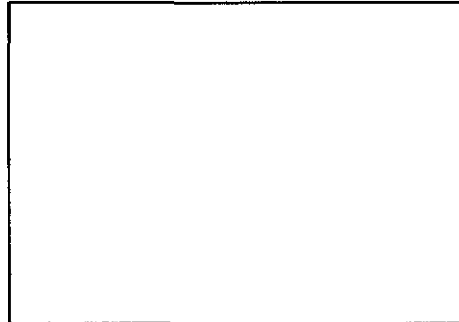
The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes,
together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby
directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and 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:

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 SKAGIT) : ss.

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 _____



EXHIBIT "A"

Parcel A:

That portion of the south half of the northwest quarter of Section 4, Township 33 North, Range 3 East, W.M., in Skagit County, Washington, described as follows:

Beginning at the southwest corner of the northwest quarter of said Section 4; thence north 01 02 22 west, along the west line of said Section 4, a distance of 105.00 feet to the TRUE POINT OF BEGINNING; thence continuing north 01 02 22 west, along the west line of said Section 4, a distance of 324.43 feet; thence north 89 35 52 east, parallel with the south line of said northwest quarter of Section 4, a distance of 529.00 feet; thence south 00 39 41 east a distance of 264.43 feet to a point 165.00 feet north of the south lien of said northwest quarter; thence north 89 35 52 east, parallel to and 165.00 feet north of the south lien of said northwest quarter to the west line of the southeast quarter of the northwest quarter of said Section 4; thence south 00 39 41 east, along the west lien of said southeast quarter of the northwest quarter, a distance of 165.00 feet to the southeast corner of the southwest quarter of the northwest quarter of said Section 4; thence south 89 35 52 west, a distance of 268.00 feet; thence north 00 39 41 east, parallel with and distant 268.00 feet west of the east line of the southwest quarter of the northwest quarter, a distance of 105.00 feet; thence south 89 35 52 west, parallel with the south lien of said northwest quarter, a distance of 1034.15 feet to the point of beginning; EXCEPT County Road, AND EXCEPT ditch rights of way; AND EXCEPT the following described tract:

Beginning at the southwest corner of the northwest quarter of said Section 4; thence north 01 02 22 west, along the west line of said Section 4; thence north 01 02 22 west, along the west line of said Section 4; a distance of 429.43 feet; thence north 89 35 52 east, parallel with the south line of said northwest quarter of said section 4; a distance of 345.00 feet to the TRUE POINT OF BEGINNING; thence south 00 39 41 east a distance of 264.43 feet to a point 165 feet north of the south lien of said northwest quarter; thence north 89 35 52 east, parallel with the south line of said northwest quarter a distance of 184.00 feet; thence north 01 02 22 west, parallel with the west line of said northwest quarter of said Section 4; a distance of 264.43 feet; thence south 89 35 52 west a distance of 184.00 feet to the TRUE POINT OF BEGINNING.

Parcel B:

The west 125 feet of the south 10 rods (165 feet) of the southeast quarter of the northwest quarter of Section 4, Township 33 North, Range 3 East, W.M., in Skagit County, Washington.

Parcel C:

A non-exclusive easement for right of way over and across the north 16 feet of the property conveyed to Jess A. Mann et ux by deed recorded December 11, 1986, under Auditor's File No. 8612110065, records of Skagit County, Washington and as reserved and granted in the Will of Walter C. Johnson, filed in Skagit County Probate Cause



200409170092
Skagit County Auditor

EXHIBIT "A" - CONTINUED

No. 14336 on July 6, 1971.

Parcel D:

A non-exclusive easement for access and utilities, over and across that portion of the north 30 feet of the south 165 feet of the southeast quarter of the northwest quarter, Section 4, Township 33 North, Range 3 East, W.M., in Skagit County, Washington, lying east of Parcel B and lying west of Parcel C .



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Skagit County Auditor