



200412270117  
Skagit County Auditor

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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

114535-SE

Account Number: 35368200122959099  
CAP Number: 043281132020  
Date Printed: 12/15/04  
Reconveyance Fee \$ 0.00

PERSONAL LINE OF CREDIT DEED OF TRUST

THIS DEED OF TRUST is made this 16th day of DECEMBER, 2004 between  
GARY L. POWELL AND JUDY D. POWELL, HUSBAND AND WIFE

Grantor,  
whose address is 710 SHELTER BAY DR LA CONNER, WA 98257 ;  
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:

One Hundred Sixteen Thousand Five Hundred Twenty Four and 00/100'S  
(\$ 116,524.00 ) 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 710, "SURVEY OF SHELTER BAY DIV. 4, TRIBAL AND ALLOTTED LANDS OF  
SWINOMISH INDIAN RESERVATION," AS RECORDED IN VOLUME 48 OF OFFICIAL RECORDS,  
PAGES 627 THROUGH 631, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

Property Tax ID # P84707

CLS3164-1 /0010/WA 02-04  
47-05-3164NSB  
Reference No: 013002 - 043281132020

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.

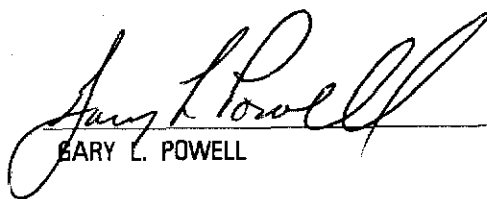


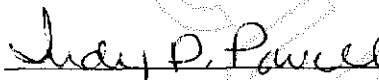
7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with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

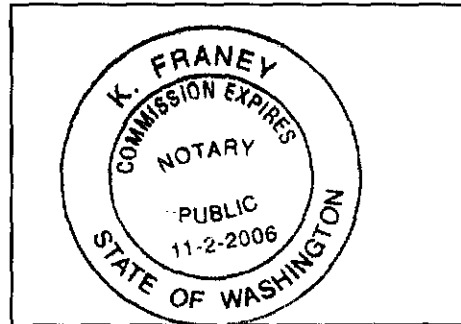
  
\_\_\_\_\_  
GARY L. POWELL

  
\_\_\_\_\_  
JUDY D. POWELL



**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 GARY L. POWELL and JUDY D. POWELL

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: 12-20-04 , K. Franey  
(NOTARY PUBLIC FOR THE STATE OF WASHINGTON)

My appointment expires 11-02-06

**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 \_\_\_\_\_



Submitted for Recordation  
By and Return to

Loan Number:  
35368-20012-2959099

## Bank of America

P.O. Box 2314  
Rancho Cordova, CA 95741

ACAP I.D. # 13002043281132020

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

### CONSENT TO ENCUMBRANCE OF LEASE AND AMENDMENT TO LEASE

Gary L. Powell and Judy D. Powell, husband and wife

is Lessee ("Lessee") under an Agreement of Lease (the "Lease"), dated 9/10/195, with Shelter Bay Company, a Washington Corporation as Lessor ("Lessor") recorded or a Memorandum of which was recorded on 9/10/1975 in Book N/A, Page N/A, Official Instrument No. 866916 of Official Records of Skagit County, state of Washington, pertaining to the property described in herein (the "Leased Property").

1. Lessor (a) consents to Lessee's encumbrance of Lessee's leasehold interest in the Leased Property (the "Leasehold") by mortgage, deed of trust or security deed (the "Security Instrument") in favor of Bank of America, N.A. ("Encumbrancer") to secure a note in the principal sum of \$116,524.00, and other obligations set forth in the Security Instrument which is recorded concurrently herewith in the Official Records of Skagit County, state of Washington, and (b) agrees that the terms hereof shall govern over any provision inconsistent herewith in the Lease.
2. Lessor affirms that as of the date of this Consent, the Lease is in full force and effect and no default or ground for termination thereof exists.
3. An assignment of the Lease of one of the below listed types, made in connection with the Security Instrument, may be made without the consent of Lessor:
  - (a) Assignment by judicial or non-judicial foreclosure, subject to applicable law, under the Security Instrument, or assignment in lieu of foreclosure; and
  - (b) Assignment by Encumbrancer, after having obtained an assignment described in (a) above. Any Lease transferee under the provisions of this paragraph 3 shall be liable to perform the obligations of Lessee under the Lease only so long as the transferee holds title to the Leasehold. Any subsequent transfer of the Leasehold may be made only with such written consent of Lessor and subject to the conditions relating thereto as are set forth in the Lease.
4. Lessor may not terminate the Lease because of any default or breach thereunder on the part of Lessee if Encumbrancer, or the trustee under the deed of trust, if applicable, within 90 days after service of written notice on Encumbrancer by Lessor of Lessor's intention so to terminate:
  - (1) Cures the default or breach if it can be cured by the payment or expenditure of money provided to be paid under the terms of the Lease, or if the default or breach is not so curable, commences, or cause the trustee under the deed of trust to commence, if applicable, and thereafter pursues to completion, steps and proceedings to foreclose on the Leasehold covered by the Security Instrument; and
  - (2) Keeps and performs all of the covenants and conditions of the Lease requiring the payment or expenditure of money by Lessee until such time as the leasehold is sold upon foreclosure pursuant to the Security Instrument, or is release or reconveyed thereunder, or is transferred upon judicial foreclosure of by an assignment in lieu of foreclosure.
5. Any notice to Encumbrancer provided for in the preceding paragraph may be given concurrently with or after the notice of default to Lessee, as provided in the Lease and sent to the following address: BANK OF AMERICA, N.A., P.O. BOX 2314, RANCHO CORDOVA, CA 95741
6. Notwithstanding any Lease provision to the contrary, policies of fire and extended coverage insurance shall be carried by Lessee covering the building or buildings constructed on the Leasehold premises with loss payable clause to Encumbrancer, and any disposition of the proceeds thereof in case of loss shall be subject to the rights of the Encumbrancer as provided in the Security Instrument.
7. Any and all eminent domain or condemnation awards or damages shall first be applied in payment of the then outstanding balance, if any, of the loan made to Lessee by Encumbrancer and the balance of the awards and damages, if any, shall be paid to Lessor and Lessee, as their interests may appear.
8. The Lease may be amended, or may be terminated by any party other than as provided in paragraph 5 hereof, only with the prior written consent of Encumbrancer.
9. Lessor hereby waives the right to obtain, for any liability of Lessee that arises, accrues, or is the subject of legal action while the Security Instrument is in existence, a lien on any equipment or furnishings of Lessee that may constitute a part of the Leasehold improvements.
10. The terms hereof shall insure to the benefit of and be binding upon the parties, their successors and assigns.
11. Lessor is aware of, and consents to, the terms and purposes of the note secured by the Security Instrument, and any extensions or renewals thereof.
12. To the extent that this document gives additional rights to Encumbrancer, the Lease is hereby amended and modified for the benefit of Encumbrancer only.
13. Except as provided herein, the Lease shall remain in full force and effect as originally written.

A leasehold interest in the following described tract:

Lot 710, "SURVEY OF SHELTER BAY DIV. 4, Tribal and Allotted Lands of Swinomish Indian Reservation," as recorded in Volume 48 of Official Records, pages 627 through 631, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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In this Consent the singular number includes the plural, whenever the context so requires.

LESSOR:

Dated: 12/20/04

Judy Grosvenor  
Shelter Bay Company, a Washington corporation  
by: Judy Grosvenor, Community Manager

LESSEE:

Dated: 12/20/04

Gary L. Powell  
Gary L. Powell  
Judy D. Powell  
Judy D. Powell

(Attach Notary Acknowledgements)

#### APPROVAL OF ENCUMBRANCE

This form and terms of the within and foregoing Encumbrance are approved this 22<sup>nd</sup> day of December, 2004.

United States Department of the Interior  
Bureau of Indian Affairs

By: Indette K. Joss

Title Superintendent



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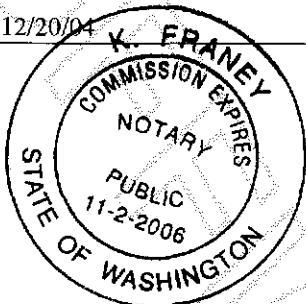


# ACKNOWLEDGMENT

State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that **Gary L. Powell and Judy D. Powell**  
the person(s) who appeared before me, and said person(s) acknowledged that they  
signed this instrument and acknowledge it to be their free and voluntary act for the  
uses and purposes mentioned in this instrument.

Dated: 12/20/04



Kaydeen Franey  
Notary Public in and for the State of Washington  
Residing at: Mount Vernon  
My appointment expires: 11/02/2006

STATE OF Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence Judy Grosvenor is  
the person who appeared before  
me, and said person acknowledged that she signed this instrument, on oath stated she  
authorized to execute the instrument and is the Community Manager  
of Shelter Bay Company  
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 12/20/04



Anneliese Maria Farrell  
Notary Public in and for the State of Washington  
Residing at La Conner  
My appointment expires: 6/28/08



Skagit County Auditor