

# AT WESTERN SAVINGS BANK BY SKAMANIA COLITICE

FILLD FOR RECORD SEARAMA CO. WASH

**GREAT WESTERN SAVINGS BANK** 11201 S.E. 8th Street Bellevue, Washington 98004

sk-14565/es-503 03-75-36-3-2-3200-00

{Space Above This Line For Recording Data}

LOAN #505 20026314

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on

SEPTEMBER 10

. 1987

The grantor is JAMES M. MCGRATH DENISE M. McGRATH, A MARITAL COMMUNITY

> f"Borrower"). ("Trustee").

The trustee is SAFECO TITLE INSURANCE COMPANY GREAT WESTERN SAVINGS BANK The beneficiary is

which is organized and existing under the laws of THE STATE OF WASHINGTON 11201 S.E. 8TH ST., BELLEVUE, WASHINGTON 98004

and whose address is ("Lender").

Borrower owes Lender the principal sum of

FORTY-TWO THOUSAND FIVE HUNDRED AND NO /100

). This debt is evidenced by Borrower's note dated Dollars (U.S. S = 42500.00 the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid 2017 earlier, due and payable on OCTOBER 01,

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power County, Washington: of sale, the following described property located in SKAMANIA

ALL OF LOT 3 AND THE WEST HALF OF LOT 4 OF BLOCK ONE OF THE FIRST ADDITION TO HILL CREST ACRE TRACTS ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AT PAGE 97 OF BOOK "A" OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

203 NORTHEAST SHEPHERD AVENUE

which has the address of

STEVENSON

(City)

WA 98648

(State and ZIP Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

1 DP-10, R0684 Page 1 of 5 DEED OF TRUST ENMA FIIIMC Form 3048, 12,83

Registered Indexed, Indirect Filmed Mailed

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument: (b) yearly leasehold payments or ground rents on the Property, if any: (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

### PAGE 644 BOOK 106

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and

place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess

to the person or persons legally entitled to it. 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it.

Such person or persons shall pay any recordation costs. 22. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Use of Property, The Property is not currently used for agricultural, timber or grazing purposes.

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any

attorneys' fees awarded by an appellate court. 25. Riders to this Security Instrument, If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instru

At Valazinoie state	[_] Condominum Rider	2-4 Family	Rider
Graduated Payment Rider	Planned Unit Development Rider	TDED	
(X) Other(s) [specify] OWNER-OCCU	PANCY RIDER AND CONVERTIBLE ARM F	KIDEK	

## BOOK 106 PAGE 645

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

.*		(Seal)	•	(Seal)
Borrower	·. ·	(Scary	Borrower	(Sign Original Only)
÷ .		÷ .		
STATE OF WASHING	JTON )			
COUNTY OF SKAMA On this 11TH of Washington, duly co	day of SEPTEMBER			Notary Public in and for the State H AND DENISE M. MC GRATH
to me known to be t	he individual describ	oed in and who executed the same same same same same same same sam	tuted the foregoing instrum	ent, and acknowledged to me that es and purposes therein mentioned.
	• •			he day and year first above written.
			- 1	S Lowry
	1	- 47		on, residing at CARSON
		×.		
				on, residing at CARSON
		REQUEST FOR		on, residing at CARSON

LDP-10, R0684 Page 5 of 5 DEED OF TRUST FNMA/FHLMC Form 3048, 12/83 on line

ORDERED

CHECKED

LOAN # 505-20026314

# GW GREAT WESTERN SAVINGS BANK QUEST I - PLAN C

ADJUSTABLE RATE RIDER
(1 Year Index – Annual and Lifetime Interest Rate Limit)

THIS ADJUSTABLE RATERIDER is made this	10 day of_	SEPTEMBER	,19 <u>87</u> ,and
is incorporated into and shall be deemed to amend and sup	plement the	Mortgage, Deed of Trust or Security I	Deed (the "Security
Instrument") of the same date given by the undersigned (the	e"Bortower"	') to secure Borrower's Adjustable Rate	"Note (the "Note")
to Great Western Savings Bank (the "Lender") of the sar	me date and	covering the property described in th	ne Security Instru-
ment and located at:			

### 203 NORTHEAST SHEPHERD AVENUE, STEVENSON, WA 98648

Practic Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT, CHANGES IN THE RATE OF INTEREST ARE SUBJECT TO LIMITATIONS.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

## A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.625 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

## "4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of Lyear, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.

### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

percentage points ( 2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limitations of Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

## (D) Limit on Interest Rate Changes

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment." It will be the new amount of my monthly payment.

## (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

## 5. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice."

### B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

## 4. CHARGES; LIENS

Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground tents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payer thereof, Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or

(c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

### C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

## D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

## 15. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument of the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

## E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

## 17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonable determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Bonower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

## F. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then; (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to Bottower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

## G. LEGISLATION

If, after the date hereof, enaument or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph H) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

BY SIGNING BELOW. Bonower accepts and agrees to the format of the format of the second	Leris (1) t Might (SEAL)  Bestower DENISE M. McGRATH
	(SEAL)
(SEAL)	
Borowei	Banaci
STATE OF WASHINGTON (1)	
OUNTY OF SKAMANTA On this 11TH day of SEPTEMBER and for the State of Washington, duly commissioned and swo JAMES M. MC GRATH AND DENISE M. MC GRATH to me known to be the individual described in and who exe THEY signed and scaled the said instrument as THEI	19.87 before me, the undersigned, a Notary Public in our, personally appeared could the foregoing instrument, and acknowledged to me that $R$ free and voluntary act and deed, for the uses and purposes
therein mentioned.	Y. 1. 2. Y.
IN WITNESS WHEREOF, I have hereunto set my han	dandatised my official scal, the day and year hist above written.  Leave B. Leave G.  Notary Public it and for the State of Washington, residing at CARSON  MY COMMISSION EXPIRES: 2/23/91
TO PUOLICE	

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I DP-113, R0386 Page 3 of 3

OUEST 1, PLAN C RIDER

## (GW) GREAT WESTERN SAVINGS BANK

## QUEST I (Plan C)

### CONVERTIBLE ARM RIDER

THIS CONVERTIBLE ARM RIDER is made this10	TH day o	SEPTEMBER	, 19 <u><b>87</b></u> .
and is incorporated into and shall be deemed to amend and sup	pplement the Adju	stable Rate Note and Mortga	ige, Deed of Trust.
or Deed to Secure Debt (the "Security Instrument") of the same	date given by the u	ndersigned (the "Borrower") to	o secure Borrower's
Adjustable Rate Note (the "Note") to GREAT WESTERN SA	AVINGS BANK (t	he "Lender") of the same da	te and covering the
property described in the Security Instrument and located at:			

203 NORTHEAST SHEPHERD AVENUE, STEVENSON, WA 98648

(Property Address)

THE NOTE CONTAINS PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER. BORROWER MAY CONVERT THE ADJUSTABLE RATE LOAN INTO A FIXED RATE, LEVEL PAYMENT, FULLY AMORTIZING LOAN ON ANY PAYMENT DATE DURING THE FIRST FIVE YEARS OF THE LOAN.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

B. BORROWER'S OPTION TO CONVERT

Borrower may, at Borrower's option, modify the repayment terms of the indebtedness secured hereby on any payment date during the first five years (60 months) of the loan. At that time, Borrower may convert the Adjustable Rate Loan into a fixed interest rate loan to be fully repaid in equal monthly payments of principal and interest over the remaining term of the loan.

C. BORROWER'S ELECTION TO CONVERT

If Borrower wishes to exercise the option to covert the loan as described in Section B above, Borrower must make a written application requesting a Notice of Conversion from the Lender and pay a processing fee of \$250. After receipt of such an application and request, and no later than the effective date of the conversion to the new interest rate (the "Conversion Date"), Lender will furnish Borrower a Notice of Conversion stating the rate of interest, monthly payment, the Conversion Date, date of first payment at the new rate (one month after the Conversion Date), the office of Lender where Borrower may sign the documents required by Lender and the last date by which the documents must be signed (the "Deadline"). Lender, at its option, may require the Borrower to requalify for the new loan terms according to its loan underwriting guidelines. The conversion will not take place and the processing fee will be forfeited if (i) the loan is in default under the terms of the Note and security instrument at the Conversion Date, or (ii) ail required fees and fully completed and executed documents are not received by Lender by the Deadline set forth in the Notice of Conversion. When the conversion is consummated, Borrower will pay a conversion fee equal to one percent (157) of the original principal balance of the loan. Borrower's application and request for a Notice of Conversion must be made not less than 15 days prior to the date when Borrower desires to have the conversion become effective. The conversion rate of interest will be established on the fifteenth day of each month for a conversion application and request received from the Borrower on or before that date and will become effective on the first day of the next calendar month. If the 15th of the month falls on a Bank Holiday or a weekend, the rate will be set on the first business day following the 15th.

## D. SELECTION OF FIXED INTEREST RATE AND MONTHLY PAYMENT ADJUSTMENT

The rate of interest payable by Borrower at the time of conversion will be equal to the Federal National Mortgage Association's required net yield for 60-day mandatory conventional delivery commitments for 30-year fixed-rate mortgages available 45 days prior to the change date, plus a margin of five-eighths of one percent (.625%) rounded to the nearest one-eighth of one percent (.125%) if the loan balance does not exceed the then-current maximum loan limits of the Federal National Mortgage Association. If the loan balance exceeds the then-current maximum loan limits of the Federal National Mortgage Association, the rate of interest at time of conversion will be equal to the Federal National Mortgage Association's required net yield for 60-day mandatory conventional delivery commitments for 30-year fixed-rate mortgages available 45 days prior to the change date, plus a margin of seven-eighths of one percent (.875%) rounded to the nearest one-eighth of one percent (.825%). If the required net yield cannot be determined because the applicable commitments are not available, Lender will determine Borrower's interest rate by using comparable information. The new fixed interest rate will become effective on the Conversion Date if Borrower chooses to convert to a fixed interest rate and sign the modification documents.

Borrower's monthly payments at the new fixed interest rate will begin with the first monthly payment after the Conversion Date. The monthly payment will be the amount that is necessary to repay in full the principal you are expected to owe on the Conversion Date in substantially equal payments by the maturity date at the fixed interest rate.

### E. BORROWER'S ELECTION NOT TO CONVERT

Borrower must execute and deliver to Lender the document evidencing the modification of the Note within the period set in Lender's notice as provided in paragraph C above. If Borrower does not do this within the specified date, Borrower can no longer exercise the option to convert. In this case, the adjustable terms of the Borrower's Note will continue in effect without any change.

## F. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

In the event of a transfer of the property or a beneficial interest in Borrower as described in Uniform Covenant 17 of the Security Instrument, as amended by the Adjustable Rate Rider, Lender may require immediate payment in full of all sums secured by this Security Instrument, or as a further condition to its consent to such transfer require an increase in the rate of interest.

IN WITNESS WHEREOF, Borrower has executed this Conve	ertible ARM Rider.
James M. Me Grathe (Seal)	Borrower DENISE M. McGRATH (Seal)
Borrower JAMES M. McGRATH	
V	
	(Seal)
(Seal)	Borrower
Borrower	(Sign Original Only)
STATE OF WASHINGTON ) ss.	
- CONTRICTOR	_, before me, the undersigned, a Notary Public in and for the State ommissioned and sworn, personally appeared
THE COATH AND DENISE M. MC GRAIN	e foregoing instrument, and acknowledged to me that THEY_signed and deed, for the uses and purposes therein mentioned.
to me known to be the individual described in and who executed the sealed the said instrument as THEIR free and voluntary act and	deed, for the uses and purposes the east and year first above written.
IN WITNESS WHEREOF, I have hereunto set my hand	and affixed my official seal, the day and year first above written.
Maria Missing 11/4/1	Notary Poblic in and for the Start of residing a
Harden Co. C.	WASHINGTON residing a
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	CARSON
	MY COMMISSION EXPIRES: 2/23/91

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1 DP-107, R0287 Page 2 of 2 QUEST L(Plan C) CONVERSION RIDER HNRV

1 Carry M March

## GREAT WESTERN SAVINGS BANK

## RIDER TO DEED OF TRUST (Owner-Occupancy Conditions)

LOAN #505-20026314

THIS DEED OF TRUST rider is made this 10TH day of SEPTEMBER , 19 87, and is incorporated into and shall be deemed to supplement the Deed of Trust between the undersigned, as grantor, and Great Western Savings Bank, as beneficiary;

WHEREAS the undersigned has represented to Great Western Savings Bank that the premises described in the Deed of Trust will be occupied by the undersigned as their principal residence.

WHEREAS, SAID REPRESENTATION IS A MATERIAL REPRESENTATION to Great Western Savings Bank and an inducement to make the loan herein.

NOW, therefore, the parties agree as follows:

- The undersigned represent and warrant to Great Western Savings Bank that they will occupy the premises as their principal residence upon closing.
- 2. If, within six months from the date of closing, the undersigned cease to occupy the premises as their principal residence, it shall be conclusively presumed between the parties that the undersigned did not intend to occupy the premises as their principal residence, which shall be deemed a default under the Deed of Trust which shall authorize Great Western Savings Bank to accelerate the loan and cause all sums secured by the Deed of Trust to become due and payable in accordance with the provisions of the Deed of Trust and the remedies provided therein.

4	AMES M.	MeGRATH		DE	NISE M. N	ACGRATH A		
V			V					
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Th	P WA		) ) ) )	- 1	U			
On	this_	<u>1) тн</u> фа	ay of Notary P	SEPTEMBER	and f	19 <u>87</u> ,	before State	me,
WASHING	TON	THE PENIC	duly commi	ssioned ar	na <b>sw</b> orn,	heraouer	ty appear	o me
known t instrum said in	o be th Lent, an Instrumen	e individ d acknowl nt asT	uals descr ledged to IEIR free in mention	me that and volume	THEY 51	igned and	BEGIEU	CHE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of

WASHINGTON residing at

CARSON

MY COMMISSION EXPIRES: 2/23/91

LDP-10C, R0985 Owner-Occupancy Rider to Deed of Trust

ORDERED CHECKED