401950507 SK-15181 5/1 A-114

## DEED OF TRUST

THIS DEED OF TRUST is made this program, and Beattis, Programs, Juspand, and Mile.  1989. among the Grantor, "August of Mercin "Borower", "herein "Truste"), and the Beneficiary, "Skapanja, Jijile, Goopany, Jug. (herein "Borower").  Skapanja, Jijile, Goopany, Jug. (herein "Borower").  Nancouver, Federal, Soyinga, Rank.  Joseph J. (1905). Programs of Mercin "April 1907.  Borrower I. (1905). Programs of Mercin "Lender").  Borrower I. (1905). Programs of Mercin "Lender").  Borrower I. (1905). Programs of Sale, the following described property located in the County of Skapanja.  Lot 5 of Block one of Woodard Marine Estates and the trust herein created, irrevocably grants and conveys to Trustee in trust, Will power of sale, the following described property located in the County of Skapanja.  Lot 5 of Block one of Woodard Marine Estates according to the office plat thereof on file and of record at pages 116 and 115 of book. "A" of plats, "Together MITH shorelands of the second class conveyed by the State of Washington Fronting and abutting upon the said lot 5  FILED FOR RECORD SKAMANIA CO, TITLE  April 10 Skapanja, Landing Road.  Washington 98648 herein "Toporty Address" in John Skapanja.  Washington 98648 herein "Toporty Address" in John Skapanja.  Washington 98648 herein "Toporty Address" in John Skapanja.  Washington Washington Skapanja Landing Road.  Washington Skapanja Landing			day of April
Skapania, Jille, Coopany, Jines.  Vancouver, Federal Spyings, Sapik.  Vancouver, Federal Spyings, Sapik.  Vancouver, M. 2005. By Josephany, Vancouver, M. 2006.  Borrows is 1920. Propodway, Vancouver, M. 2006.  Borrows is 1920. Propodway is 1920. Repeated and the trust berein recited and the County of Skapania.  And Conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skapania.  Lot 5 of Block one of VOODARD MARINE ESTATES according to the office plat, therefor in file and of record at pages 115 and 115 of book. "A" of plats, records of Skapania County, Washington;  TOGETHER WITH shorellands of the second class conveyed by the State of Washington fronting and abutting upon the said lot 5  FILED FOR RECORD SKAMANIA CO, TIME  AND THE SKAMANIA CO, TIME  AND THE SKAMANIA CO, TIME  Washington. State of Washington;  Skapania Landing, Road. Skapania.  Washington with all the interpretations of the record on the property, and all pages of the property of the land of the property covered by the Gof Trust and all of which shall be afterned to be and remain a part of the property covered by the Gof Trust and all of which shall be afterned to be and remain a part of the property covered by the Road of Trust is on a least-plotd are the property of the Excholog state of this Road of Trust is on a least-plotd are the property of the Beached state of this Road of Trust is on a least-plotd are the polyment of the indebtedness evidence of the coverants and assessments, the property of the Packwoold state of this Road of Trust is on a least-plotd are the polyment of the indebtedness evidence of the coverants and agreements of Borrows is noted after.  To Second to Just the Browness is a built by seid of the coverants and agreements of Borrows is the propagation of the property of the Exchological propoded the coverants and agreements	THIS DEED OF TRUST	is made this	roano, husband and wife
Skapagia, Jille, Googany, Inc.  Vancouver, Federal, Saylaga, Bank  Vancouver, M. 2066  United States, of Agorffa  acting under the laws of United States, of Agorffa  acting under the laws of United States, of Agorffa  acting under the laws of United States, of Agorffa  acting under the laws of United States, of Agorffa  acting under the laws of United States, of Agorffa  Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and concess to Trustee, in trust, with power of sale, the following described property located in the County of  Skamagia County, Washington:  Lot 5 of Block one of WOODARD MARINE ESTATES according to the office plat  thereof on file and of record at pages 115 and 115 of book "A" of plats,  records of Skamagia County, Washington;  TOGETHER MITH shorelands of the second class conveyed by the State of  Washington Fronting and abutting upon the said lot 5  FILED FOR RECORD  SKAMANIA CO. TITE  APP SKAM	19.89 , among the Grantor,	(herein "Borr	ower"), and the Reneficiary.
Vancouver, I was a loss of the indebtedness herein recited and the trust herein recited. In the country of whose address is 1205. Recodyny, Vancouver, M. 38660.  BORROWER, in consideration of the indebtedness herein recited and the trust herein recited, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the Country of Skangan 12.  State of Washington:  Lot 5.06 Block one of MODDARD MARINE ESTATES according to the office plat.  Lot 5.06 Block one of MODDARD MARINE ESTATES according to the office plat.  There of on file and of record at pages 114 and 115 of book. "A" of plats, records of Skangan 2 Country, Washington;  TOCETHER PITH short-lands of the second class conveyed by the State of Washington fronting and abutting upon the said 10t. 5  FILED FOR RECORD STANABIA CO. TITLE  APA 1 11 8 All-80	Skamania Title Comp	any, Inc	a corporation organized and
which has the address of Skamania Land up 80ad	Nancompet tenerativ		
BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Truster, in trust, with power of sale, the following described property located in the County of Skangania.  Lot 5 of Block one of WOODARD MARINE ESTATES according to the office plat, thereof on file and of record at pages 116 and 115 of book "A" of plats, records of Skangania County, Washington;  TOCETHER WITH shorelands of the second class conveyed by the State of Washington fronting and abuting upon the said lot 5  FILED FOR RECORD  SKAMANIA O, TITE  APP I II B AN 188	existing under the laws of	Recaduay Vancouver WA 98660	
Stagnania.  Lot 5. of Block one of WOODARD MARINE ESTATES according to the office plat thereof on file and of record at pages 114 and 115 of book "A" of plats, records of Skamania County, Washington;  TOGETHER WITH shorelands of the second class conveyed by the State of Washington fronting and abutting upon the said lot 5  FILED FOR RECORD SKAMANIA CO. TITLE  APR 7 II 18 Ali 68  BY SKAMANIA CO. TITLE  APR 1 II 18 Ali 683  GARY K. OLS DN  which has the address of Skamania Landing, Road (page)  GARY K. OLS DN  Washington 98648 therein "Property Address");  Poscol  TOGETHER with all the in-procedures now or hereafter erected on the property, and all easements, rights, apputenances and rens tsubject howseive to the rights and authorities given herein to Lender to collect and apply all of rents, all of which shall be deserted to he and remain a part of the property covered by this beed of Trust; and all of rents, all of which shall be deserted to the iteached state if this Deed of Trust; and all of the foregoing, together with said property (or the leaschold state if this Deed of Trust; and all of April 1.5 1953 and extensions and renewals thereof therein "Note"; in the principal and interest, with the balance of the indebtedness widened by Borrower note dated.  To Sec use to Leader the repayment of the indebtedness widened by Borrower note dated.  To Sec use to Leader the repayment of the indebtedness widened by Borrower note dated.  To Sec use to Leader the repayment of the brooken paid, due and payable on 30 11, 5, 1934.  Uses of Trust; and the performance of the eco- marks and agreements of Dorrower herein contained.  Devo of Trust; and the performance of the eco- marks and agreements of Dorrower and has the fight to grant and borower coverage, that Borrower is law fully seised of the estate hieror "one-grand and has the Property" is unencountered, except providing to monthly installances of principal and convey the Property, and that the Property is unercountered except on a written waiter by Le	whose address is 1200		(herein "Lender").
Stagnania.  Lot 5. of Block one of WOODARD MARINE ESTATES according to the office plat thereof on file and of record at pages 114 and 115 of book "An" of plats, records of Skamania County, Washington;  TOGETHER WITH shorelands of the second class conveyed by the State of Washington fronting and abutting upon the said lot 5  FILED FOR RECORD SKAMANIA CO. TITLE  APR 7 II 18 Alie 89  LOS OR FILED FOR RECORD SKAMANIA CO. TITLE  APR 7 II 18 Alie 89  LOS OR FILED FOR RECORD SKAMANIA CO. TITLE  APR 7 II 18 Alie 89  LOS OR FILED FOR RECORD SKAMANIA CO. TITLE  Washington Skamania Landing Road (page)  Washington Skamania Landing Road (page)  Washington Paces  TOGETHER with all the in-procedures now or hereafter erected on the property, and all easements, rights, apputenances and rens tsubject howsier to the rights and authorities given herein to Lender to collect and apply the rents, all of which shall be deemed to be and remain a part of the property covered by this beed of Trust; and all of rents, all of which shall be deemed to the and remain a part of the property covered by the Beed of Trust; and all of rents, all of Vince State of the Property.  TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower note dated.  To SECURE to Lender the repayment of the indebtedness evidenced by Borrower note dated.  To SECURE to Lender the repayment of the indebtedness evidenced by Borrower note dated.  To SECURE to Lender the repayment of the indebtedness evidenced by Borrower note dated.  To SECURE to Lender the repayment of the indebtedness evidenced by Borrower short of the security of this the payment of all other sum; with interest thereon, payding to monthly installments of principal and interest, with the balance of the indebtedness if not come paid, due and payable on 20 [1], 5, 1934.  UNESTAGE TO SECURE TO SECU		선생님들은 경기 등록하는 것이 되었다. 	table southerein created, irrevocably grants
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Lot 5, of Block one of WOODARD MARINE ESTATES according to the office plat thereof on file and of record at pages 114 and 115 of book "A" of plats, records of Skamania County, Washington;  TOGETHER WITH shorelands of the second class conveyed by the State of Washington fronting and abutting upon the said lot 5  FILED FOR RECORD SKAMANIACO, TITLE  BY SKAMANIACO, TITLE  APR 7 II 18 AND 89   Indicts Skamania   I	and conveys to Trustee, in		
thereof on 11te and 00 tecords of Skamania County, Washington;  TOGETHER MITH shorelands of the second class conveyed by the State of Washington Fronting and abutting upon the said lot 5  FILED FOR RECORD SEAMANIA CO. TITLE  APP SKAMANIA CO. TITLE  APP SKAMANIA CO. TITLE  APP SKAMANIA CO. TITLE  APP SKAMANIA CO. TITLE  Washington Skamania Landing Road Skamania Landing Road Skamania (corr)  Washington 98648 (berein Property Address');  I bosed  TOGETHER with all the in-provements now or hereafter erected on the property, and all essements, rights, appurtenances and rents (subject how be to the rights and authorities given herein to Lender to collete and apply such remist, all of which shall be deemed to be and remain a part of the property coverity by this Deed of Trust, and all of the foregoing, together with said property for the leasthold estate if this Deed of Trust is on a leasthold) are hereinafter eferred to as the "Property".  TO See that to Lender the repayment of the indebtedness evidenced by Borrower's note dated.  1989 and extensions, and renewals threefel the remember to the principal and interest, with the balance of the indebtedness, if not soone paid, due and payable on 1991 1, 52, 1994 (interest, with the balance of the indebtedness, if not soone paid, due and payable on 1991 1, 52, 1994 (interest, with the balance of the indebtedness, if not soone paid, due and payable on 1991 1, 52, 1994 (interest, with the balance of the indebtedness, if not soone paid, due and payable on 1991 1, 52, 1994 (interest, with the balance of the indebtedness if not soone paid, due and payable on 1991 1, 52, 1994 (interest, with the balance of the indebtedness if not soone paid, due and payable on 1991 1, 52, 1994 (interest, with the balance of the concentration of the property and that the Property is uncommonated the property is the payable on 1991 1, 52, 1994 (interest, with the balance of the concentration of	Skamania		
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which has the address of Skamania Landing Road (San)  Washington 98648 (herein "Property Address");  Washington 198648 (herein "Property Address");  TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to lender to collect and apply such appurtenances and rents (subject however to the rights and authorities given herein to lender to collect and apply such appurtenances and rents (subject however to the rights and authorities given herein to lender to collect and apply such appurtenances and rents (subject however to the rights and authorities given herein to lender to collect and apply such the foregoing, together with, said property (or the leasehold estate if this Deed of Trust; and all of rents), and property (or the leasehold estate if this Deed of Trust is on a leasehold) are the foregoing, together with, said property.  To SE UBE to Lender the repayment of the indebtedness evidenced by Borrower's note dated.  To SE UBE to Lender the repayment of the indebtedness evidenced by Borrower's note dated.  To SE UBE to Lender the repayment of the indebtedness evidenced by Borrower's note dated.  To SE UBE to Lender the repayment of the indebtedness evidenced in accordance herewith to protect the security of this the payment of all other sums, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on "Note" in the principal and Def Trust; and the performance of the covenants and agreements of Borrower herein contained.  Deed of Trust, and the performance of the covenants and agreements of Borrower herein contained.  UNITORN COVENNATS Borrower and Lender sovenant and agree as follows:  UNITORN COVENNATS Borrower and Lender sovenant and agree as follows:  1. Payment of Principal and Interest. Borrower shall promptly-pay when due the principal and interest indebtedness evidenced by		BA - SKAMANIA CO. TILLE	S warms
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deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender pays agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall not be required and unless such agreement is made or applicable law requires such 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 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 Deed of Trust. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs I and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Bor-

rower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Rorrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

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 such other hazards as Lender

may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by laws and

regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiunis required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof.

Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. 8. Inspection, Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

related to Lender's interest in the Property. 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agree-

ment with a lien which has priority over this Deed of Trust. 10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements remedy. herein contained shall bind, and the rights hereunder shall inute to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust. (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender

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as provided herein, and (b) any notice to Lender shall be given by certified 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 Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitatime of execution or after recordation hereof. tion, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials of services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferce. Borrower will continue to be obligated under the Note and

this Deed of Trust unless Lender releases Borrower in writing. If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Deed of Trust, or if the required information is not submitted. Lender may declare all of the sums secured by this Deed of Trust to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

317. Acceleration; Remedies, Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower In this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure, and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, 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 such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time

and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally

entitled thereto, or to the Clerk of the Superior Court of the County in which the sale took place.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, acceleration had occurred. Botrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by and payable. 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. All 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 Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons

legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. 21. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Use of Property. The Property is not used principally for agricultural or farming purposes.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has

Borrower and Lender request the holder of any moregage and dress set forth on page one of this Deed of Trust priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust or other foreclosure action.	•
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TO TRUSTEE: Said note or notes, together w	ritt
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