



110494

①

BOOK 121 PAGE 522

FILED FOR RECORD  
BY CLARK COUNTY TITLE

Loan No. 01-810-183575-0  
CLARK COUNTY TITLE CO. 22347  
AFTER RECORDING, MAIL TO:

Nov 28 1 23 PM '50  
*Lowrey*  
GARY M. NELSON

WASHINGTON MUTUAL SAVINGS BANK  
5335 SW MEADOWS ROAD, SUITE 121  
LAKE OSWEGO, OR 97035

*CO 22347 CP*

[Space Above This Line For Recording Date]

### DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on November 6th  
19 90. The grantor is EUGENE H. NAGEL, as his separate estate

COMMONWEALTH LAND TITLE INSURANCE CO. ("Borrower"). The trustee is COMMONWEALTH LAND TITLE INSURANCE CO.  
a Pennsylvania Corporation ("Trustee"). The beneficiary is

Washington Mutual Savings Bank, which is organized and existing under the laws of Washington, and whose address is 1201  
Third Avenue, Seattle, Washington, 98101 ("Lender"). Borrower owes Lender the principal sum of FORTY-SEVEN  
THOUSAND FIVE HUNDRED & 00/100

U.S. \$ 47,500.00 Dollars  
) This debt is evidenced by Borrower's note dated the same date as this Security Instrument  
("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1st,  
2020.

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 of sale, the following described property located in SKAMANIA  
County, Washington: SEE LEGAL DESCRIPTION ATTACHED HERETO AND INCORPORATED HEREIN BY THIS  
REFERENCE.

UNOFFICIAL COPY

Registered  
Index  
Date 12-3-90

which has the address of MP 0.24L NAGEL ROAD WASHOUGAL  
[Street] [City]  
Washington 98671 ("Property Address");  
[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."

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 unreasonably withheld.

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 of 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.

**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 at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, 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, and any other matters required to be included in the notice by applicable law. 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 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 time 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 any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by applicable law by public announcement at the time and place fixed in the notice of 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 or to the clerk of the superior court of the county in which the sale took place.

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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. 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 Trustee herein and by applicable law.

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

24. 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 Instrument. (Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify)

ADDENDUM TO ADJUSTABLE RATE RIDER

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.

X Eugene H. Nagel  
EUGENE H. NAGEL

STATE OF WASHINGTON

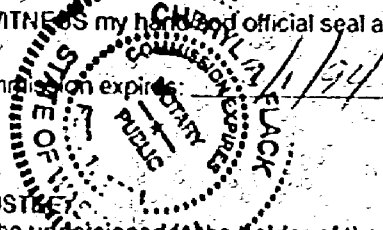
SPK County ss:

On this 30<sup>th</sup> day of November, 1990, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared EUGENE H. NAGEL

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the said instrument as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNES my hand and official seal affixed the day and year in this certificate above written.

My Commission expires:



Cheryl A. Fleck  
Notary Public in and for the State of Washington residing at  
Dallas, Texas

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: \_\_\_\_\_

WASHINGTON MUTUAL SAVINGS BANK,  
a corporation,

By \_\_\_\_\_

Mail reconveyance to \_\_\_\_\_

## Exhibit "A"

The South 395 feet of the South Half of the Northwest Quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT County Roads.

EXCEPTING the following described tracts A and B:

TRACT A

BEGINNING at the Southeast corner of the Northwest Quarter of the said Section 19; thence North along the quarter section line 375 feet; thence West parallel to the South line of the Northwest Quarter of the said Section 19 a distance of 1,170 feet; thence South 375 feet to the intersection with the South line of the Northwest Quarter of the said Section 19; thence East along the Quarter section line 1,170 feet to the point of beginning.

TRACT B

That portion of the South 395 feet of the South Half of the Northwest Quarter of said Section 19, lying West of the following described line:

BEGINNING at the Southeast corner of said South Half of the Northwest Quarter; thence West along the South line of said South Half of the Northwest Quarter 1670 feet to the true point of beginning of the following described line; thence North parallel with the East line of said South Half of the Northwest Quarter to the North line of the South 395 feet of said South Half of the Northwest Quarter and the terminus of said line.

Also known as Lot 1 of the Eugene Hagel Short Plat, recorded in Book 2 of Short Plats, at page 21, under Auditor's File No. 85218.



BOOK 121 PAGE 527

ADJUSTABLE RATE RIDER  
Interest Rate Cap

Loan #01-810-183575-0

1 YEAR TREASURY SECURITIES INDEX

THIS ADJUSTABLE RATE RIDER is made this 6th day of November, 19 90, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to Washington Mutual Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at MP. 0.24L NAGEL ROAD, WASHOUGAL, WA 98671

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE SUBJECT TO THE LIMITS STATED IN THE NOTE. 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.

THE INTEREST RATE AND MONTHLY PAYMENTS WILL REMAIN THE SAME FOR THE FIRST FIVE YEARS OF THE LOAN AND WILL BE ADJUSTED EVERY YEAR THEREAFTER.

**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 10.375%. 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**

The interest rate I will pay may change on the first day of December, 1995, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on the 1 Year Treasury Securities Index (the "Index"), which is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board.

The most recent applicable Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the applicable 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 Charges**

Before each Change Date, the Note Holder will calculate my new interest rate by adding 3.250 percentage points (3.250%) 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 limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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 will be the new amount of my monthly payment.

**(D) Limit on Interest Rate Changes**

Except as provided in any Addendum or Rider to this Note, the rate of interest I am required to pay shall never be increased or decreased on any single Change Date by more than TWO percentage points (2.000%) from the rate of interest I was paying immediately prior to that Change Date, and my interest rate shall never be greater than THIRTEEN & SEVEN-EIGHTHS percent (13.875%).

**(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.

**(F) Notice of Changes**

The Note Holder will mail or deliver 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. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

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

**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 reasonably 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 Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

**RETURN TO:**

WASHINGTON MUTUAL SAVINGS BANK  
5335 SW MEADOWS ROAD, SUITE 121  
LAKE OSWEGO, OR 97035

X *Eugene H. Nagel*  
EUGENE H. NAGEL

UNNOTARIALIZED COPY



THIS ADDENDUM TO ADJUSTABLE RATE RIDER is made this 6th day of November, 19 90, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider to the mortgage, deed of trust, or deed to secure debt (the "Security Instrument"), of the same date which has been given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note of the same date (the "Note"), as modified by an Addendum to Adjustable Rate Note of the same date, to Washington Mutual Savings Bank (the "Lender"), which Security Instrument covers the property described therein and located at the address shown below (the "Property"):

MP 0.24L NAGEL ROAD, WASHOUGAL, WA 98671

(Property Address)

Defined terms in the Note or the Security Instrument shall have the same meaning when used herein. To the extent that this Addendum conflicts with the terms and conditions set forth in the Security Instrument or in the Adjustable Rate Rider, the terms and conditions set forth in this Addendum shall control.

**IN ADDITION TO THE PROVISIONS SET FORTH IN THE ADJUSTABLE RATE RIDER, THE ADDENDUM TO ADJUSTABLE RATE NOTE PERMITS THE BORROWER TO CONVERT THE BORROWER'S ADJUSTABLE RATE LOAN INTO A FIXED RATE, LEVEL PAYMENT, FULLY AMORTIZING LOAN.**

**ADDITIONAL COVENANTS.** The Note provides for an initial interest rate and for changes in the interest rate and the monthly payments as set forth in Section A of the Adjustable Rate Rider. In addition, Sections A through F of the Addendum to Adjustable Rate Note permit the Borrower to convert the Borrower's adjustable rate loan into a fixed rate, level payment fully amortizing loan in the manner described below. Accordingly, and in addition to the covenants and agreements contained in the Security Instrument and the Adjustable Rate Rider, Borrower and Lender further covenant and agree as follows:

**A. OPTION TO CONVERT TO FIXED RATE**

Notwithstanding anything to the contrary in the Adjustable Rate Note or the Adjustable Rate Rider, I may choose to convert my adjustable rate loan to a fixed rate loan as of the first day of July, 19 91 or as of the first day of each of the following 53 calendar months. Each date as of which I could choose to convert my loan to a fixed rate loan is called a "Conversion Date". The last possible Conversion Date is December 1st, 19 95. I agree conversion will be subject to: (i) no payment under the Note or Security Instrument having been more than thirty (30) days past due and the loan being current and otherwise free from default; (ii) Lender's determination that the Property is in satisfactory condition and that the fair market value of the Property is not less than that set forth on the appraisal which Lender was provided in connection with the initial making of the loan; and (iii) if this is a combination construction/permanent loan, the residence and other improvements to the Property have been completed, the loan has been fully disbursed, and principal and interest payments have commenced (or will commence on the next payment due date after the Effective Conversion Date as hereinafter defined).

If I choose to make this conversion, I must give the Note Holder a written request to convert at least ten (10) days before the next Conversion Date (the "Effective Conversion Date"). I also must sign and give to the Lender a document (the "Modification Document"), in any form that the Lender may require, changing the terms of the Note and Security Instrument as necessary to reflect the conversion.

The Modification Document must be signed by: (i) everyone who originally signed the Note and/or Security Instrument *unless* the Note Holder has since released them in writing from liability on the loan *and* they no longer have an ownership interest in the Property; (ii) anyone who has subsequently assumed liability for repayment of the loan *unless* the Note Holder has since released them in writing from liability *and* they no longer have an ownership interest in the Property; and (iii) anyone else with an ownership interest in the Property.

I may make inquiry and request verbal quotes of the current conversion rate applicable to my loan at anytime. However, if I have provided a written request to convert and I do not, for any reason, satisfy all requirements to conversion and return the fully executed Modification Document to the Note Holder by the deadline applicable under Paragraph E below, I will forfeit any future right to convert to a fixed rate. In that event, the provision of this Addendum shall be null and void and my loan will remain an adjustable rate loan as provided in my Adjustable Rate Note.



Beginning with the Effective Conversion Date, if such conversion has been chosen, my interest rate will be equal to the Federal National Mortgage Association's (FNMA) published Required Net Yield for thirty (30)-year, fixed rate mortgages covered by sixty (60)-day mandatory scheduled/actual delivery commitments that was in effect as of the date fifteen (15) days before the Effective Conversion Date, plus FIVE-EIGHTHS of one percent (.625 %) rounded to the nearest 1/8% of 1%. If I do not occupy the Property as my principal residence on the Effective Conversion Date, my new fixed interest rate will be one-half of one percent (1/2%) higher than the rate otherwise payable. If the unpaid balance of the Note as of the Effective Conversion Date exceeds the then-applicable limits for purchase by FNMA, my new fixed interest rate will be one-quarter of one percent (1/4%) higher than the rate otherwise payable. If such Required Net Yield is not available, the Note Holder will determine my new, fixed interest rate by using a comparable figure. In any event, my fixed rate will not exceed THIRTEEN & SEVEN-EIGHTHS percent (13.875 %).

**B. DETERMINATION OF NEW PAYMENT AMOUNT**

If I choose to convert to a fixed rate of interest as provided in Section A above, the Note Holder will then determine the monthly payment amount that would be sufficient to repay in full the principal, I am expected to owe, on the Effective Conversion Date, together with interest at my new interest rate, in substantially equal payments by the maturity date (the "New Payment Amount").

**C. PAYMENT OF NEW PAYMENT AMOUNT; CONTINUATION OF FIXED RATE**

Beginning with my first monthly payment that becomes due after the Effective Conversion Date, I will, if I have chosen the foregoing conversion, pay the New Payment Amount as my monthly payment, and the interest rate I pay will not change from the fixed rate established as of the Effective Conversion Date.

**D. CONVERSION FEE**

For choosing to convert my adjustable rate loan to a fixed rate loan as provided above, I will pay the Note Holder a conversion fee equal to ZERO percent (0.000 %) of that part of principal that, as of the Effective Conversion Date, has not been paid. I will pay the conversion fee at least one business day prior to the Effective Conversion Date.

**E. NOTICE BY NOTE HOLDER**

Before the Effective Conversion Date, the Note Holder will mail or deliver to me a notice of my new interest rate as of the Effective Conversion Date; the amount of my New Monthly Payment; the amount of the conversion fee; and a date (not later than one business day prior to the Effective Conversion Date) by which I must have obtained all required signatures on the Modification Document and actually delivered it to the Note Holder. The notice will include all 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.

**F. FAILURE TO CHOOSE CONVERSION**

If I do not, at least 10 days before the last possible Conversion Date specified in Section A above, give notice to the Note Holder that I choose to convert my adjustable rate loan to a fixed rate loan and do the other things that I must do under this Addendum within the applicable times specified in this Addendum, I will no longer have the right to convert my adjustable rate loan to a fixed rate loan in the manner described in this Addendum.

**G. TRANSFER OF THE PROPERTY OR OF BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 17 of the Security Instrument, as amended by the Adjustable Rate Rider, prohibits the Lender from withholding its consent to a sale or transfer of the property (or a beneficial interest in the Borrower if other than a natural person) if the purchaser or transferee meets the Lender's standards of creditworthiness applicable to similar new loans and the Lender's security would not otherwise be impaired.

Following conversion of my adjustable rate loan to a fixed rate loan as provided above, the above limitations on the Lender's right to withhold its consent shall no longer be applicable and the Lender may, in its sole discretion, either: (i) arbitrarily withhold its consent; or (ii) condition the granting of its consent upon the payment of a fee, adjustment in the interest rate payable under the Note, or such other modifications to the terms of the Borrower's loan as the Lender, in its sole discretion, may require.

IN WITNESS WHEREOF, Borrower has executed this Addendum to Adjustable Rate Rider as of the day and year first written above.

X Eugene H. Nagel  
EUGENE H. NAGEL

RETURN TO: WASHINGTON MUTUAL SAVINGS BANK  
5335 SW MEADOWS ROAD, SUITE 121, LAKE OSWEGO, OR 97035



THIS 1-4 FAMILY RIDER is made this 6th day of November, 19 90, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Washington Mutual Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

MP. 0, 24L NAGEL ROAD, WASHOUGAL, WA 98671

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**D. 'BORROWER'S RIGHT TO REINSTATE' DELETED.** Uniform Covenant 18 is deleted.

**E. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**G. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

x Eugene H Nagel  
EUGENE H. NAGEL

RETURN TO:  
WASHINGTON MUTUAL SAVINGS BANK  
5335 SW MEADOWS ROAD, SUITE 121  
LAKE OSWEGO, OR 97035