

ST 105-41
2-7-36 1-2-40

DEED OF TRUST

THIS DEED OF TRUST, made this 26th day of August, 1977, among the Grantor, JOHN C. DILTS AND JEVA D. SKAMALEA,

therin "Borrower", TransAmerica Title Company (herein "Trustee"), and the Beneficiary, Firstview Savings Association, a corporation organized and existing under the laws of Washington, whose address is 700 N. E. Fourth Avenue, Camas, Washington 98607 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skamania, State of Washington:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 14 OF STEVENSON PARK ADDITION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE AUDITOR OF SKAMANIA COUNTY, WASHINGTON, SAID POINT BEING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STRAWBERRY ROAD AND THE CENTER OF A CERTAIN CREEK BED; THENCE IN A NORTHEASTERLY DIRECTION FOLLOWING THE CENTER OF THE SAID CREEK BED A DISTANCE OF 211.2 FEET TO THE SOUTHEAST CORNER OF LOT 13 OF THE SAID STEVENSON PARK ADDITION; THENCE NORTH ALONG THE WESTERLY LINE OF THE SAID LOT 14 A DISTANCE OF 67.6 FEET; THENCE NORTH 86° EAST A DISTANCE OF 720.4 FEET TO THE SOUTH INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE SAID ADDITION; THENCE SOUTH 22° WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE SAID ADDITION A DISTANCE OF 720.4 FEET TO THE POINT OF BEGINNING.

Unofficial Copy

THE PROPERTY IS LOCATED IN THE CITY OF CAMAS, WASHINGTON.

Grantor holds all the improvements now or hereafter located on the property, and all easements, rights, options, franchises, and other rights and interests granted by Lender to Borrower and applies such loans, leases, rights, and interests, and profits, water, water rights, and water stock, and all fixtures new or old, which may be located on or attached to the property, or otherwise connected thereto, shall be deemed to be and remain a part of the property covered by the Deed of Trust, and all of the foregoing, together with said property, shall be known as the "Property".

The first payment due the payment of the indebtedness, evidenced by Borrower's note dated January 1, 1977, in the principal sum of One Hundred Thousand Four Hundred and Sixty One Dollars, \$100,000.00, with interest thereon, providing for monthly payments of principal and interest, bearing interest at the rate of twelve percent per annum, due and payable on the last day of each month, commencing January 1, 1977, the payment of all other sums, with interest thereon, advanced in accordance with the terms of the Deed of Trust, and the performance of all covenants and agreements of Borrower herein contained, and for the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (hereinafter "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property; that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, agreements or restrictions listed in Schedule 1, in addition to coverage on any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenants and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein "Funds" equal to one-twelfth of the yearly taxes and assessments which may attain priority over the Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially, or from time to time by Lender on the basis of assessments and bills and reason, as estimates reasonably.

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 said taxes, assessment, 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 a applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower; 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 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 date of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay such 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 within 30 days from the day notice is made by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly release to Borrower any funds held by Lender. If under paragraph 18, if the Property is sold or the Property is otherwise disposed of by Lender, Lender shall apply, no later than immediately prior to the sale of the Property, the amounts disbursed by Lender to the extent held by Lender at the time of application as a credit against the amount due on the principal balance of the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments made by the Borrower under paragraph 1 and 2 hereof shall be applied by Lender first to payment of interest under paragraph 2 hereof, then to interest payable on the Advance, then to the principal of the Advance and finally to the principal on any Future Advance.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges which may be levied or imposed upon the Property which may affect a priority over this Deed of Trust, and shall not pass on such charges to the grantee, unless in the manner provided under paragraph 2 hereof, or if not paid in such manner, then the same shall be paid by Borrower to Lender within ten (10) days after notice thereof. Borrower shall promptly furnish to Lender all information concerning the amount of any such charges, and Borrower shall make payment directly to Borrower, and, if charged to Lender, Borrower shall promptly discharge any item which has been passed on to Lender, and shall not be required to discharge any such item so long as Borrower has paid it to Lender. In the event of a default by Borrower, Lender may, at a manner acceptable to Lender, commence and prosecute all legal proceedings which operate to prevent the loss of the Property.

Hazard Insurance. Borrowers should have insurance against loss by fire. Hazard-insurance systems are available in such amounts and for such periods as best meet individual needs.

The insurance carrier may require that such approval shall not be unreasonably withheld or delayed. The insurance carrier may require that such coverage exceed that amount of coverage required by law.

All insurance policies and financial documents shall be in favor of and in form acceptable to the Company and Borrower shall promptly furnish to the Company or Lender or Creditor shall give prompt notice to the Company or Lender or Creditor of any change in the name of the Borrower.

Business Interruption
Unless Landlord and Tenant agree otherwise, if
Property damaged or destroyed by fire or
thereby impaired its use or value, or
impairs the ability to conduct business
Business as usual, the Period of Interruption
is measured from the date of damage
or impairment to the date when
Business can be resumed.

The same would be true of a Trust. Unless Lender or Borrower have a right to cause the due date of the note to be delayed, however, it may be necessary to make arrangements with the trustee to file a notice of

7. Protection of Lender's Security. If Borrower fails to pay when due any principal or interest or any other amount due under this Note or any other instrument or agreement between Borrower and Lender, but not intended to convert into, make up, or otherwise affect the obligations of Borrower to Lender, then Lender may exercise all rights and remedies available to it under such instrument or agreement, and take such action as is necessary to protect Lender's interest in the property described in the foregoing paragraph. Lender may, at its option, exercise any right or remedy available to it under this Note or any other instrument or agreement between Borrower and Lender, or any right or remedy available to it under law, in addition to any right or remedy available to it under this Note or any other instrument or agreement between Borrower and Lender, without notice or opportunity to cure. Borrower shall pay the costs of all actions, proceedings, and processes, including attorney's fees, and expenses, incurred by Lender in connection with the enforcement of any of the rights or remedies available to Lender under this Note or any other instrument or agreement between Borrower and Lender.

Any amounts disbursed by Lender pursuant to this paragraph 7 will become due when such amounts become payable upon notice from Lender to Borrower requesting payment therefor, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest permissible order applicable law. Nothing contained in this paragraph 7 shall cause Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make at any time 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sum secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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

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

18. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender or 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.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereinunder, or otherwise afforded by applicable law, shall not be a waiver of, or shall not affect the exercise of, any such right or remedy.

12. Remedies Cumulative. All remedies provided in the Deed of Trust are absolute and cumulative, except other rights or remedies under this Deed of Trust are afforded by law or equity, and may be exercised concurrently or successively.

13. Successors and Assigns Board; Joint and Several Liability; Captions. The parties shall hold and the rights hereunder shall vest in their successors and assigns subject to the provisions of paragraph 13. In case of any dispute concerning the interpretation or definition of the provisions hereof, the same shall be referred to an interpreter or define the provisions hereof.

14. Notice. Except as may otherwise be provided by law, notices to the Borrower provided for in this Document shall be given in writing and sent to the Principal Address or such other address as the Lender may specify in writing at any time. Notices given by the Lender to the Borrower shall be given to each other party as Lender.

15. Uniform Deed of Trust; Governing Law; Secured Party

John D. Clegg, The University of Western Ontario, London, Ontario, N6A 3K7, Canada

16. Borrower's Cope. The Borrower shall not, without the prior written consent of the National or the District Board in writing:

...and the best part is that it's completely free & open-source!

On the other hand, the *Q* and *W* values of the *Q₁* and *Q₂* samples are very similar, and the *Q* value of the *Q₃* sample is slightly higher than that of the *Q₁* sample.

在《中国古典文学名著集成·元曲卷》中，有关于《金瓶梅》的评价：“《金瓶梅》是元末明初人兰陵笑笑生所作的一部长篇白话章回体小说。它以潘金莲、李瓶儿、春梅三女为线索，通过潘金莲与西门庆、李瓶儿与王金铭、春梅与夏金桂等人物的纠葛，展示了封建社会中官场、家庭、市井等各方面的丑恶现象，揭露了封建社会的黑暗和腐朽。”

18. Acceptance of the terms as specified in paragraph 17(a) of upon Borrower's breach of any covenant or condition of this Deed of Trust, including the covenants to pay debts due and sums secured by this Deed of Trust, the amount of compensation which would otherwise be recoverable under the applicable law to Lender and to the actions

the breach; (2) the action required to cure such breach; (3) a date, not later than 120 days after the date of the notice, by which such breach must be cured; and (4) that failure to cure such breach will result in acceleration of the sums secured by this Note. In addition, if the property or power to pay at a date not less than 120 days in the future, the notice shall state the amount of the principal and interest accrued up to such date. Notwithstanding the right of acceleration, the holder of this Note shall have the right to bring a court action to assert the rights and remedies available under the applicable law. If the breach is not cured on or before the date specified in the notice, Lender's options 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 which shall be satisfied by paying all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 14, including, but not limited to, reasonable attorney's fees.

18. Lender reserves the power of sale. Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's intention to cause the Property to be sold. Trustee and Lender shall take such action regarding notice 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, may sell the Property at public auction to the highest bidder at the time and place designated in the terms of sale or in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period of not less than a calendar month or 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's assignee may, upon the Property being sold, apply the proceeds of the sale to the payment of the amount due under this Note.

Trustee shall deliver to me, or my heirs, Trustee's deed conveying the Property, so sold without any covenant or warranty, expressed or implied. The record, as 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 attorney's 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 pertinent court of the county in which the sale took place.

19. Borrower's Right to Remedy. Notwithstanding any acceleration of the sums secured by this Deed of Trust, the Lender may, at any time before the date of maturity of the obligations secured thereby, cure any default in the payment of any sum or the observance of any condition contained in the Deed of Trust, by giving notice to the Borrower and remitting to the Lender all sums which would be then due and payable under the Deed of Trust and further sums as liquidated Damages if any had no acceleration occurred. Notwithstanding any provision in any other documents or instruments of Borrower contained in the Deed of Trust, in the event of a default in the payment of any sum or the observance of any condition or agreement of Borrower contained in the Deed of Trust, the Lender may, at any time before the date of maturity of the obligations secured thereby, cure any default in the payment of any sum or the observance of any condition contained in the Deed of Trust.

including, but not limited to, reasonable attorney's 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 unimpeded. 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 acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof 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. 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 attorney's 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.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full recourse of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. 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 reconveyance if any.

23. 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.

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

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

STATE OF WASHINGTON

On this 20th day of December, 1977, for the State of Washington, and in and who executed the foregoing and instruments are as follows:

WITNESS MY Hand and affix

M. C. Johnson, Notary Public

To D. A. Gandy

The undersigned, with authority and power given me by the above named Notary Public, do hereby certify that the instrument above signed is a true copy of the original instrument.

Date



84755

STATE OF WASHINGTON
COUNTY OF SEAHAMPTON

I HEREBY CERTIFY THAT THE BETTER

INSTRUMENT OR WRITING FILED BY

Seaman's Title Co., Inc.

AT 11:15 A.M. P-27 4/77

THE RECORDING IN BOOK 54

OR MARY AT PAGE 552

RECORDS OF SEAHAMPTON COUNTY, WASH.

H. P. Todd
Clerk of Court

E. Mayfield

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: MR.	<input type="checkbox"/>
SEARCHED:	<input type="checkbox"/>
RECORDED:	<input type="checkbox"/>
COMPARED:	<input type="checkbox"/>
MAILED:	

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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

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

10. Borrower Not Released. 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.

11. Forbearance by Lender Not a Waiver. 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 remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and it may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Covenants. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17, herein. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, written notice to Borrower provided for in this Deed of Trust shall be given 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 as provided herein, and this notice to Lender shall be given by certified mail, return receipt requested, to Lender's address as provided herein or to such other address as Lender may designate in writing. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or to Lender when given to the person designated designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This Deed of Trust is intended to conform to the national uses and non-uniform covenants as contained in the Uniform Deed of Trust, and is to be construed as a uniform security instrument covering real property. This Deed of Trust shall be governed by the laws of the state in which the Property is located. In the event of a law provision or clause of this Deed of Trust which conflicts with a provision of any other state law, such conflict shall not affect other provisions of this Deed of Trust.

The provisions of this Deed of Trust, except those concerning the conduct of proceedings, shall be severable.

16. Borrower's Copy. Borrower shall receive a copy of this Deed of Trust and the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If Borrower transfers the Property, or any interest therein, whether transferred by sale, gift, devise, creation of a joint or undivided ownership or by transfer by devise or by will, or by any other method, to another person, the new owner shall be liable to Lender for all the sums secured by this Deed of Trust, to the same extent as the original Borrower, and Lender may take such action as may be necessary to accelerate the payment of the sums secured by this Deed of Trust to the new owner. Lender may require that the new owner execute and deliver to Lender a written agreement in writing, substantially in the form set forth in Paragraph 7, and a Borrower's consent accepted or written by Lender, in order that Lender may release Borrower from all obligations under this Deed of Trust.

If Lender transfers the Property, or any interest therein, to another, Lender shall make Borrower a notice of acceleration in accordance with Paragraph 18 hereof, and Lender shall give written notice to Borrower of the date when the title to the Property is mailed within which Borrower has the right to cure such breach. If Lender fails to do so, Lender shall be liable for the expectation of such period. Lender's rights and remedies are limited to those provided in Paragraph 18 hereof.

Notice; Unjust Enrichment. Lender and Borrower shall remain obligated to each other as provided in this Deed of Trust.

18. Acceleration; Foreclosure. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay notes, or any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 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 no less than 120 days in the future. The notice shall further inform Borrower of: (i) the right to restate after acceleration; (ii) the right to bring a court action to assert the non-existence 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 18, including, but not limited to, reasonable attorney's 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 60 days to 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 deface its purchases 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 attorney's 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 the clerk of the superior court of the county in which the sale took place.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to bring any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earliest to occur of the date that becomes due the date of the Property pursuant to the power of sale contained in this Deed of Trust or the occurrence of a subsequent defaulting this Deed of Trust. (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and Notes securing Lender's Advances, if any, had no acceleration occurred; (b) 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 18 herein;

