CONSTRUCTION DEED OF TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants

Lot 29. Block 3. Plat of Relocated North Bonneville recorded in Book B of Plats. Page 9. under Skamania County File No. 63466 also recorded in Book B of Plats. Page 25. under Skamania County File No. 84429, Records of Skamania County, Washington.

This Deed of Trust secures a construction loan incurred for the construction of an improvement on land. Any default under the Construction Loan Agreement dated June 121 1978 between Borrowers Lender & Hafford Const. Co. is an event of default under this Deed of Trust.



which has the address of

Hamilton Drive Siteall

North Bonneville

Waswington 98639

(Stale and Zip Code)

therein "Property Address");

Profession with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 12 2008. interest therein, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised 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, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

CONSTRUCTION DEED OF TRUST

| TRIS DEED OF TRUST is made this. 12th day of June 19.78, among the Grantor, James M. Jefferson, and Mary Ann. Jofferson. |
|---|
| 19.78, among the Grantor, James M. Jefferson and Mary Ann Jofferson |
| Company of Skamania County (herein "Borrower"), First American Title (herein "Trustee"), and the Beneficiary. United States National Bank of Oragon an Association, XXXY/XXXX organized and |
| United States National Bank of Oregon an Association XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| existing under the laws of Oregon |
| PO Box 33471 Portland Oregon 17208(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:

Lot 29. Block 3. Plat of Relocated North Bonneville recorded in Book B of Plats. Page 9. under Skamania County File No. 83466 also recorded in Book B of Plats. Page 25. under Skamania County File No. 84429. Records of Skamania County. Washington.

This Deed of Trust secures a construction loan incurred for the construction of an improvement on land. Any default under the Construction Loan Agreement dated June 12. 1978 between Borrowers Lender & Hafford Const. Co. is an event of default under this Deed of Trust.



which has the address of

Washington , 98639

Hamilton Drive

therein "Property Address");

North Bonneville

Tool times with all the impressements now or himsafter erected on the property, and all easements, rights, apportunances tents (subject in a section the rights and authorities given becen to Lender to collect and apply such rents), royalties, mineral, and sughts and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including represements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed (. Trust; and all of the foregoing, together with said property for the feaschold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property".

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated.

June 124 1978

(herein 'Note'), if the principal sum of the principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 14 2006. The payment of all other sums, with interest thereon, advanced in accordance between to protect the security of this Deed of Trust, and the performance of the covenant and agreements of Horrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Pitture Advances").

Borrower covenants that Borrower is lawfully seised 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, essements or restrictions listed in a schedule of exceptions to coverage is any title insurance policy insuring Lander's interest in the Property.

WASHINGTON -- L to 4 family--- 6/75-- YUMA/FHLMG UNITERN INSTRUMENT

Uniposess Coversants. Borrower and Lender covenant and agree as follows:

1. Payment of Frincipal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and fate charges as provided in the Note, and the principal of and interest on any Fiture Advances occured by this Deed of Frust.

2. Femble 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 fulfill, a sum therein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this as sum therein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated intrally and from time to time by Lender on the hasis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or insurance premiums and ground rents. Lender may not charge for so holding and applying 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 Rorrower interest on the Funds and applicable law permits. I ender 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 permits a under the funds shall not be required to pay Borrower any interest or carnings on the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for th

snail give to Borrower, without charge, an annual accounting of the runos annual security for the sums secured by this Deed of Trust.

If the amount of the Funds held by I ender, together with the future monthly installments of Funds payable prior to the due dates of lates, 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 premiptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be successary to make up the deficiency within 30 days from the date notice is mailed Borrower shell pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed. Upon payment in full of all sums secured by this Deed of Trust, I ender of all primptly refund to Borrower any Funds by Lender if under paragraph 18 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, I chless applied by Lender first in payment of amounts payable to Lender under the Note and paragraphs 1 and 2 hereof shall he applied by Lender first in payment of amounts payable to Lender to the Property which may attain a priority over this Deed of Trust, and leavehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof, if not paid in such manner, by Borrower shall promptly furnish to Lender ceripts evidencing such payments.

4. Chargest Liens. Borrower shall promptly furnish to Lender receipts evidencing such payments which may attain a priority over this Deed of Trust, and leavehold payments or ground rents, if any, in the event Borrower shall make payment directly, Borrower shall

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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.

by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to 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 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.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal strong or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change to mount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

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 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. If a condominium or planned unit development condominium or planned unit development and constituent documents, the covenants and agreements of such lider rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such lider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

were a part hereof.

7. Protection of Leader'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, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a including, but not limited to, disbursement of sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the promiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and insurance provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such an such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

Emancial Lender to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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.

UNIFORM COVENAIVES. Borrower and Lender covenant and agree as follows:

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payinest 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 Frust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated intually and from the day being the priority over the plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated intually and from 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, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds to pay said taxes, assessments, 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. But wer and Lender pays Borrower interest on the Funds and applicable law Deed of Trust that litters on the Funds shall on be required to pay Borrower and unless such ugreement is made or applicable law purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured If the amount of the Funds held by I ender together with the fourse monthly installments of Funds payable prior to the funds of the funds held by I ender together with the fourse monthly installments of Funds payable prior to

small give to horrower, without enarge, an annual accounting of the Punus showing credits and denis to the Punus 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 Punds held by I ender 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, premptly repord to Borrower or credited to Borrower's option, either held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, by Lender to Borrower shall pay to Lender any amount recessary to make up the deficiency within 30 days from the date notice is mailed. Upon payment in tull of all sums accused by the Deed of Trust. I ender shall properly include to Borrower any Finnish shall apply, no later than immediately prior to the sale of the Property or its acquisition by I ender, any Funds held by Lender. If the time of application at a credit agains: the sums secured by this Deed of Trust.

3. Application of Payments, Unless applicable law provides otherwise all payments received by Lender, any Funds held by Trust and paragraphs I and 2 berese shall be applied by I ender that the time of application at a predit agains: the sums secured by this Deed of Trust.

3. Application of Payments, Unless applied by I ender first in payments received by Lender and the under paragraph? I ereof, then to interest payable on the Note, then to the principal on the Victor by Borrower shall promptly and prive to were this Deed of Trust, and developed any unitarity Advances.

4. Charges; Llens, Borrower shall pay all taxes, assessments and other charges fines and impositions attributable to the payee thereof. Borrower shall promptly funnsh to Lender all matters o

insurance earlier.

All insurance policies and teness is organized and be in particulated in Lender and it is include a standard inotrgage clause in favor of and in form acceptable to become Lender than move the right to be a local and renewals thereof and Borrower shall give promptly formally a vertex at renewal advances and all succepts of used given by to the expert of local Borrower shall give prompt notice to the source and Lender Lender may tracket properties of unit made promptly by Borrower shall give prompt notice to the source and Lender Lender may tracket properties.

Unless Lender and Burtower afterwise active a writing, insular e-pre-each shall be 22.113 to the control of the Property damaged provided such to do not be property e-commonly translated to the such as a control of the property of the such as a control of the such as a c

or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or 6. Preservation and Maintenance of Property: Leaseholds: Condominiums: Planned Unit Developments. Borrower shall keep the Property in good repair and shall not compile the provisions of any lease of this Deed of Trust is on a leasuhold. If this Deed of Trust is on a leasuhold if this Deed of Trust is on a leasuhold if this Deed of Trust is on a leasuhold if this Deed of Trust is on a leasuhold if this Deed of Trust is on a leasuhold if this Deed of Trust is on a leasuhold if this Deed of Trust is on a leasuhold if this Deed of Trust is on a leasuhold if this Deed of Trust is on a leasuhold if this Deed of Trust is on a leasuhold if this Deed of Trust is on a leasuhold if this Deed of Trust is on a leasuhold in the requirement of the redefinance of covenants of planned unit development and constituent documents. If a condominium or planned unit development and constituent documents. If a condominium or planned unit development that be incorporated into and shall amend and supplement the covenants and agreements of such inder there are an at hercoff.

7. Protection of Lender's Security. If Borrower tails to perform the covenants and agreements contained in this including, but not limited to, emment domain, involvency, code enforcement, or arrangements or proceedings involving a sams and take such appearance, distinct such sums and take such appearance, distinct such sums and take such appearance, distinct such reasonable autornay's fees and entry upon the Property to make repairs, including, but not limited to, disburses such reasonable autornay's fees and entry upon the Property to make repairs, including, but not limited to, disbursement of condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required mortages insurance as a condition of making the loan secured by this Deed of Trust. Unless Borrower shall pay the premiums required to maintain such i

8. Inspection. Lender may make or cause to be made reasonable only les upon and inspections of the Property, provided interest in the Property.

The property in the Property.

Transfer to

Condemnation. The proceds 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 otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust immediately prior to the date of 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 hears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds to Borrower.

paid to Porrower.

If the Property is abandoned by Borrower, or if, after notice by I ender to Borrower that the condemnor offers to make an award or settle 2 claim far damages, Borrower fails to respond to I ender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at I ender's option, either to restoration or repair of the Property of 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.

Reserved Not Delegated. Extension of the time for navment or mollification of amortization of the sums secured.

such installments.

30. 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. I ender 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's successors in interest, accurately the Deed of Trust by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy hereinider, 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 thace or other liens or charges on I ender 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 may be exercised concurrently, independently or successively.

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 may be exercated concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall insire to, the respective successors and assigns of Lender and Borzower, subject to the provisions of paragraph 17 hered. All covenants and agreements of Burrower shall be jobt and several. The captions and headings of the paragraphs of this Deed of Trust are for convenance 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, (a) any notice to Ender and Edessa as Burrower may designate by notice to Lender as provided herein, and the Property Address or at such other address as Burrower may designate by notice to Lender a provided herein, and the Property Address or at such other address as Burrower and provided herein and the provision of the deamed to have been given to Borrower or Lender when given in the manner designated herein to Lender address as Lender may designate by notice to Ender and the Edition of the Lender's address as Lender may designate by notice to Ender when given in the manner designated herein to Lender address as Lender may designate by notice to Borrower or Lender when given in the manner designated herein to Lender address as Lender may designate by notice to Borrower are provided herein or to such other address as Lender may designate by notice to Borrower and the Lender's address as Lender may designate by notice to Ender when given in the Address as Ender may designated herein to Lender when given the designated herein or to Lender when given the Edition of the Edition of the Edition of Lender shall be given by Edition to Lender and the Edition of Lender Lender Lende

Non-Uniform Covenants. Burrower and Lender further covenant and agree as follows

Now-Uniform Covenants. Burrower and Lender further covenant and signed as follows.

18. Acceleration: Remedies. 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 when due any sums secured by this Every 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 as specifying: (1) the breach: (2) the action required to cure such by tach; (3) a date, not persons prescribed by applicable in specifying: (1) the breach: (2) the action required to cure such by tach; (3) a date, not persons prescribed by applicable to the specifying (1) the breach: (2) the action required to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this former inform Borrower of (ii) the right to reinvale after acceleration, (ii) the right to ring a court action to assert the further inform Borrower of (ii) the right to reinvale after acceleration, (ii) the right to ring a court action to assert the further inform Borrower of the publicable tack of the property of the prescribed in the convention of the sum of the property at public auction at a care and to acceleration and foreclosure and (iii) any other matters conventioned in such notice by applicable law, as an acceleration and foreclosure and (iii) any other matters to be included in such notice by applicable law, as a series of a series of a series of a series of the acceleration and foreclosure and the property of the property at any state and any other remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

It Lender that be entitled to collect all reasonable storney's fees.

It Lender inotes the power of sale, lander shall give with motion the propert

Confermation. The prace of off any award or claim for damages, direct of consequential, in connection with any condentation or other taking of the Property, or pure thereof, or for conveyance in hea of consequential, in connection with any 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 of any, fand to Borrower and Lender otherwise agree in writing there shall be applied to the sums secured by the Property unless Borrower and Lender of the proceeds in its could to that proportion which the dimention the sums secured by the Deed of Trust such proportion of the proceeds in its could be that proportion which the dimention to the sums secured by the Deed of Trust immediately prior to the date of taking lears to the fair market valle of the Property immediately prior to the date of taking lears to the fair market valle of the Property immediately prior to the date of taking learning the proceeds will be because the proceeds with the balance of the proceeds will be be proceed to the fair market valle of the Property immediately prior to the date of taking learning the proceeds will be be proceed to the proceeds will be be proceed to the proceed to the proceeds will be proceed to the proceed to paid to florrower

poid in Borrower.

If the Projecty is abandored by Hurrawer, or if, after notice by Lender to Barrower that the condemnor offers to make an award or see to get a claim for damages. Hurrower fails to respond to Lender within 30 class after the date such notice is required, Lender is authorized to collect and apply the proceeds at Lender's option, either to restoration or repair of the Projecty or in the sums secured by this Died of Trust.

Linkes Lender and Borrower otherwish agree in writing, any such application of proceeds to principal shall not extend the interface of the mount of the land of the mount of the interface of the mount of the interface of the in

16. Borrower Not Rileised. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by I ender to aily successor in interest. I ender shall not operate to release in any manner, the liability of the original Borrower and Borrower's successors in interest. I ender shall not be required to commence proceedings against such successor of refuse to extend time for fayment or otherwise modify amortization of the sums secured by this Deed of Notes by reason of an independent ande in the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Wakrei, Any forbearance by Lender in exercising any right or remedy between the payment of the sum of the original Borrower of any such right or remedy like remembers of the procurement of insulance or the payment of takes or other tens or charges by Lender shall not be a waiver of Ender's light to accelerate the majority of the indehtedness securities this Deed of Trust.

12. Remedies Cumplistive. All remedies playeded by law or equity, and may be exercised concurrently, independently or specially under this Deed of Trust or allorded by law or equity, and may be exercised concurrently, independently or specially.

2.2. Remedies Cuministive. All remedies phounded a greened, under this Deed of Trust or alforded by law or equility, and may be exercised echeurrently, independently or speciesly.

13. Successors and Assigns Boahd, Joint and Several Hability. Challons. The covenants and agreements herein contained shall bind, and the rights bereunder shall must to the tespective successor, and assigns of Lender and Borrower, subject to the provisions of paragraph 17 heroid. All covenants and appreciately successor, and assigns of Lender and Borrower, the capitags and headings of the surragraphs of the Oct. All covenants and appreciately of Borrower shall be joint and several. The capitags and headings of the surragraphs of the Oct. A Trust are for exponents of Borrower shall be greated and of a greate to make the property Address of a successor in the capitage of the property Address of a successor in the capitage of the property Address of a successor in the exponent of the property Address of a successor in the exponent of the property Address of a successor in the exponent of the property Address of a successor in the exponent of the property Address of a successor in the exponent of the property Address of a successor in the exponent of the property Address of a successor in the exponent of the property Address of a successor in the exponent of the exponent of the property Address of a successor in the exponent of the property of the property

Non-Different Coursesses. Betrever and Lender further invenant and agree is follows

Non-Uniform Coverage. Therewer and Lender further overlant and agree as follows:

13. Acceleration Remedies, Except as provided in purigraph 17 hereof, upon Borrower's breach of any coverant or agreement of Borrower in this Berd of Trust, including the coveragnts to may when due any sums secured by this Deed of Trust, including the coveragnts to may when due any sums secured by this Deed of Trust, lender prior for acceleration shall give notice in the manner prescribed by applicable law to Borrower and to the other persons poscribed by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less that 30 days from the date the nutire is mailed to Borrower, by which such breach must be cured; and (4) that fallard to cure such breach on or before the date specified in the notice may result in acceleration of the sams secured by this Deed of Irust and sale of the property at public auction at a date may less than 120 days in the future. The notice shall further inform Borrower of (i) the right to reinvant after acceleration, (ii) the right to bring a court action to assert the non-axistence 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. Epinder at Lender's option may declare and if the sams secured by this Deed of Trust to be immediately due and payable (vithout further demand and may have the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable cover and expenses incurred in pursu/ing the remedies provided in this paragraph 18, including, but not limited to, ceasonable attorney's fees.

payable without further demand and may havake the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable corts and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable autorney's fees.

If Linder invoker 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 chilece of sale and shall give such notices to Borrower and to other persons as applicable law raw require. After the lapse of such time as may be "wifed by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the "a st public notion to the highest hidder at the time and piece and under the terms designated in the notice of sale in—or more parcels and as such order as Trustee miny determine. Trustee may postione sale of the Property for a period or periods not exceeding a total of 30 days by pickic announcement at the time and place fixed in the notice of sale in—or more parcels and as such order as Trustee miny determine. Trustee may postione sale of the Property at all delivers of the purchaser Trustee's deed convexing the Property at only without any covening on waxenty.

Trusteis shall delivers to the Trustee's deed shall be prime facility evidence of the truth of the sale in the Trustee's deed shall be prime facility evidence; it is all summances of the sale in the rest of the sale in the following orders to nail residence; it is all summances of the sale returned by this Deed of Trust and it of the excess if any, it the person departs required therefore, or the clerk of the sale took place.

15. Borrower's Right to Relaxistate. Notwithstanding Lender's acceleration of the summances of this superior to the explicit to occur of (i) the tenth day before allowed the previous pays latered at summances in this Deed of Trust

including, but not limited to, reasonable attorney's fees; and (d) Florrower takes such ration 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 acceleration had occurred.

28. Assignment of Remiss, 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, Lender the 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 collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to pryment 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 lable to account only for those rents actually received.

21. Patter Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance 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. Reconveyence. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property without warranty and without charge to the person or persons legally entitled to any Trustee shall reconvey the Pro IN WITNESS WHEREOF, Borrower has executed this Deed of Trust. James M. Jefferson Mary Ann Jefferson -Borrower STATE OF WASHINGTON OR GRIN County ss: in and who, executed the foregoing instrument, and acknowledged to me that ... they signed and sealed the said instrument as theirfree and voluntary act and deed, for the uses and purposes therein mentioned. ... WITNESS my hand and official seal affixed the day and year in this certificate above written. Notary Public in and for the State of Wire Ton residing at: Hood River My Commission expires: A STATE OF THE STA 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 indebtenness 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 ustate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

86574

(Space Below Yhis Line Reserved For Lander and Recorder) --

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHER

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including, but not mited 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 unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remains in full force and effect as if no acceleration had occurred.

20. Assignment of Rents Appointment of Receivers, Lander in Posseration. As additional security hereunder, Borrower hereby skigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or chandonment 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 chandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take prosession of and manage 19-190-111 and to collect the of the rosts of management of the Property and collection of Ants, 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. Lander and the receiver shall be liable to account only for those rents actually received.

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

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust. Lender shall request Trust, are to reconvey the Pioperty and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust of therein. Such person or persons shall pay all costs of recordation if any.

| In Witness When | REOF, Borrower has | executed this Deed of Trus | | |
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| ϵ | | James M. J | A ferson | -Borrow 'r |
| | | Mary Ann Je | iffoncon |), (************ |
| STATE OF WAXANAMA | , Oregon | | . County ss. | Borrower |
| and. Many. Ann. J. in and who executed the said instrument as the | Riferson | it, and acknowledged to a | me the undersigned, a Nota appeared dames he do not not known to be the individue that they signed for the uses and purposes the secretificate above written. | ual(s) described |
| My Commission expires | | co the day and year in in | iv certificate above written. | 4 |
| | \wedge | Natury Public | in and for the State of 教育資富力res | des Hood River |
| To Trustee: | REQU | JEST FOR RECONVE | YANCE | |
| said note or mates and the | his Deed of Trust, v | thich are delivered barah | s Deed of Trust. Said note or aid in full. You are hereby din y, and to reconvey, without woons logally entitled thereto. | |
| Dege: | ********* | | many chance merce. | |
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