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Account No. 245 4340-0896-2002-9975	SKAMMAN MEDDIN		ent was prepa N HOME EQUIT	7 PAGE 408
	IT OD AIBABAS	NC 0373		- Grand R. A.
	Har 29 10, 33 AH 15		(Name)	
	Oxavry	CHARLOTTE		
	500600		(Address)
	GARTH, OLSON			
SOR 20142	DEED OF TR	UST	*	
THIS DEED OF TRUST is made this Grantor, JOHN J. BRADY		1996		among the
mailing address is the property add	and SARAH S. BRADY			, whose
AND DESCRIPTION OF STREET	and the second s	400	who	se mailing address is
42 RUSSELL ST;STEVENSON, WA 9064 Beneficiary, FIRST UNK	B ON HOME EQUITY BANK, N. A		(berein	Trustee"), and the
association organized and existing	under the laws of the	United States	of America	a national banking
	2424	·	(herein	whose address is Lender*).
WHEREAS, Borrower is indebted to L is evidenced by Borrower's note dated	ender in the principal sum	of U.S. \$91	,000.00	, which indebtedness
renewals thereof (herein "Note"), prov	iding for monthly install—	1 996	and extension	ns, modifications and
ndebtedness, if not sooner paid, due an	d payable on May	22	and interest	with the balance of
The North half of the North Section 21, Township 3 Noin the County of Skamania	Northwest Quarter	of the No		
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			<u>, ``</u>	adirect
If checked, the property convey	Of it post used for a	RWOOD		visited !
hich has the address of	on its user for agriculture	al or farming p	urposiës?	
erein "Property Address");	(Street)	(City)	(State)	(Zip Code)
my Rider ("Rider") attached hereto a presencets of the Rider shall amend a ne Rider were a part hereof.	and executed of even date and supplement the covena	is incorporate ats and agreem	d berein and cuts of this D	the covenant and leed of Trust, as if
OGETHER with all the improvement purtenances and rents all of which shall not; and all of the foregoing, together methold) are hereinisher referred to as the	r march and d	d on the propint a part of the elemental esta	erty, and all Property cover se if this Dec	essentents, rights, red by this Deed of ed of Trust is on a

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9. Borrower Not Released; Forbearance By Lender Not a Walver. The Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) The sale of all or a part of the premises, (b) the assumption by another party of the Borrower's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the property, and (d) the release of all or any part of the premises securing sald obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Deed of Trust or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder, to the extent permitted by applicable law.

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.

- 10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note: (a) is co-signing this Deed of Trust only to bargain, sell and convey that Borrower's interest in the Property to Lender under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Louder and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.
- 11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate in writing by notice to Lender as provised herein, and any other person personally liable on this Note as these person's names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 12. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys" fees "include all sums to the extent not prohibited by applicable law or limited herein.
- 13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Deed of Trust and Rider(s) at the time of execution or after recordation hereof.
- 14. Rehabilitation Loca Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 15. Transfer of the Property or a Beneficial Interest in Berrower, Assumption. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Berrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, for any reason, declare all the sums secured by this Deed of Trust to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Deed of Trust.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. If Borrower fails to pay in full Lender may invoke any remedies permitted by this Deed of Trust and applicable law without further notice or demand on Borrower.

This Deed of Trust may not be assumed by a purchaser without the Lender's consent. If an assumption is allowed, the Lender may charge a reasonable assumption fee and require the person(s) assuming the loan to pay additional charges as are incurred by Lender incident to assumption.

ARTICLE II

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

16. Acceleration; Remedies. 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 under the Note secured by this Deed of Trust, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without derund or notice and may invoke the power of sale and may invoke any other remedies permitted by applicable law. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title remedies.

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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 shall record a notice of sale in each county in which the Property or some part thereof is located and shall mail copies of such notice and any other notice or statement in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law and after publication and posting of the notice of sale. Trustee, without demand on Borrower shall sell the Property at public auction to the highest bidder for cash at the time and place designated in the notice of sale. Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made therein.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that so long as Borrower is not in default hereunder Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon Borrower's default or abandonment of the Property, Lender shall be entitled to collect all rents directly from the payors thereof, or have a receiver appointed by a court 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 the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

- 18. Loan Charges. If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.
- 19. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Deed of Trust or any Rider, unenferceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Deed of Trust or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Deed of Trust to be immediately due and payable.
- 20. Release. Upon payment of all sums secured by this Deed of Trust, this Deed of Trust shall become mul! and void and Lender or Trustee shall release this Deed of Trust without charge to Borrower. If Trustee is requested to release this Deed of Trust, all instruments evidencing satisfaction of the indebtedness secured by this Deed of Trust shall be surrendered to Trustee. Borrower shall pay all costs of recordation, if any. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.
- 21. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal, or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 21, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other frammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 21, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

- 22. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
- 23. Substitute Trustee. Lender may from time to time at Lender's discretion, and without cause or notice, remove Trustee and appoint a Successor Trustee to any Trustee appointed hereunder. Without conveyance of the Property, the Successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
- 24. Time of Essence. Time is of the essence of each covenant of this Deed of Trust.

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	BOOK 157 PAGE 412
IN WITNESS WHEREOF, Borrower has executed this Deed of	
	John J. Brady Borrover
	Darch D Brady
STATE OF WASHINGTON	Borrower () SARAH S. BRADY
COUNTY OF SKAMANIA)s.:)
On this 23 ^{PD} day of MAY	,A.D., 19 <u>90</u> , before me, the
undersigned, a Notary Public in and for the State of Washingto	on, duly commissioned and sworn personally appeared to
me known to be the individual, or individuals described in and vacknowledged to me that the signed and sealed the free and	who executed the within and foregoing instrument, and e said instrument as THEIR voluntary act and deed for the uses and purposes therein
mentioned.	* (
THE STATE OF THE PARTY OF THE P	year in this certificate above written. Sebi Daunum DEBI J BALDUM otary Public in and for the State Washington, residing at CAMAS
	y Commission expires: MAY 6, 1998
FIRST UNION HOME EQUITY BAME, N. A.	
NC 6573	
CHARLOTTE NC 28288	

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PEL Account No.		245	4340-0690-2002-9975

	PRIME EQUITY LINE RIDER
	THIS PRIME EQUITY LINE RIDER is made this 23rd day of May 1996, and is incorporated into and shall be deemed to amend and supplement the Deed of Trust, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Prime Equity Line Agreement and Disclosure Statement executed by the Borrower of the same date (said Agreement is referenced in the Security Instrument and this Rider as "Note") to FIRST UNION HOME EQUITY BANK, N. A. (the "Lender") and covering the property described in the Deed of Trust and located at:
	described in the Deed of Trust and located at:
	442 KRAMER RD UNDERWOOD,WA 90651 (Property Address)
	ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Deed of Trust, Borrower and Lender further covenant and agree to the following additional terms and conditions:
	Adjustable Rate Loan. The Security Instrument secures a Note which provides for changes in the rate of finance charge (said finance charge is referenced in the Security Instrument as "interest"), as more particularly described in said Note.
	Maturity Date. The second paragraph on page one of the Security Instrument shall read as follows:
	WHEREAS, Lender has made a loan to Borrower in the principal sum not to exceed (\$ 91,000.00 Minety One Thousand and no/100 Dollars, which toan is evidenced by Borrower's
	Note dated May 23 1996 extensions, modifications and renewals thereof which provides for advances of all or part of the loan proceeds from time to time. The entire indebtedness evidenced by the Note, if not sooner paid, will be due and payable on May 22 2016
	Application of Payments. The paragraph on Application of Payments shall read as follows:
	Unless applicable law requires otherwise, all payments received by Lender under the Note and paragraph 1 of the Security Instrument shall be applied by Lender in the following order: first, to pay interest then due on the Note, second, to pay charges or fees, if any, including late charges, due on the Note and the remainder of the payment to pay principal due on the Note.
	Obligation To Lend. Lender is absolutely obligated under the terms of the Note to make advances not to exceed, at any one time in the aggregate, the amount stated in the Note and Borrower has agreed to repay any advances under the terms of the Note. Lender's absolute obligation to make advances to Borrower under the Note ends when Lender terminates advances and demands repayment of the outstanding obligation or prohibits additional extensions of credit under the Note or the Security Instrument. Nevertheless, Lender may waive the right to terminate or prohibit additional advances. If Lender does not terminate or prohibit additional advances, Lender remains obligated to make advances to Borrower under the terms of the Note. However, that waiver does not bind Lender if the same or a different event occurs or is continuing at a later time. Lender's obligation to make advances under the terms of the Note also terminates when the Note is terminated or advances suspended by Borrower in accordance with the terms of the Note.
	Note Provisions - Conflict. In case of a conflict between the terms of the Note and the Security Instrument governing remedies of default or termination of advances, the priority of controlling terms shall be the Note and then the Security Instrument.
	Rehabilitation Loan Agreement. This paragraph is deleted in its entirety.
L	Future Advances. This paragraph is deleted in its entirety.
١	Release. The paragraph on Release shall read as follows:
	When the balance of all outstanding sums including finance charges and other charges, if any, secured by the Security Instrument is zero, the Lender shall upon request of the Borrower, release the Security Instrument without a charge to the Borrower, however, Borrower will pay any costs of recordation, if any, of the satisfaction or release. Absent a request from the Borrower, the Security Instrument shall remain in full force and effect for the term set forth above. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.
	By signing below, Borrower accepts and agrees to the terms and conditions contained in this Rider.
	John Horas
	JOHN J. SMADY BOTTOYET
	Sarah Stally- Borrowed
	Panau di manu

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