

128828

BOOK 167 PAGE 786

FILED FOR RECORD
SKAMANIA CO. WASH
BY HPEFCU

Return To:

HP EMPLOYEES FEDERAL CREDIT UNION
P.O. BOX 51770
PALO ALTO, CA 94303-0720

JUL 31 5 22 PM '97

G. Olson
AUDITOR
GARY M. OLSON

Assessor's Parcel or Account Number:
02-06-32-0-0-0207-00

Abbreviated Legal Description:
SECTION 32, TOWNSHIP 2 NORTH, RANGE 6 EAST.
[Include lot, block and plat or section, township and range]
Full legal description located on page X9

Title Order Number:
Escrow Number:

Loan Number: 363785-02

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST is made this June 27, 1997

The trustor is
HARRY N CARD AND LAURA J CARD, HUSBAND AND WIFE

("Borrower").

The trustee is
**T.D. SERVICE COMPANY,
A CORPORATION**
("Trustee").

The beneficiary is
HP EMPLOYEES FEDERAL CREDIT UNION

whose address is
**P.O. BOX 51770
PALO ALTO, CA 94303-0720**

("Lender"). This Deed of Trust is made to secure to Lender: (1) Repayment of the indebtedness evidenced by, and the performance of the terms and conditions of, that certain Note and Disclosure Statement dated June 27, 1997, and all modifications, extensions and renewals thereof, executed by the Trustor in favor of Beneficiary (the "Note"), in the principal sum of U.S. \$ 12,381.49.

DDS-DT2

Page 1 of 8

BOOK 167 PAGE 787

with interest thereon, providing for monthly installments of principal and interest. The entire indebtedness under the Note, if not repaid sooner, is due and payable on June 21 2001; (2) Payment of all sums, with interest, advanced by Lender to protect the Security of this Deed of Trust; and (3) Performance of each covenant and agreement of Borrower incorporated by reference or contained herein.

For this purpose, Borrower irrevocably grants, transfers and assigns to Trustee, in trust, with power of sale, the following described property located in SKAMANIA County, WASHINGTON

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Which has an address of
701 ARCHER MT ROAD
SKAMANIA, WA 98646

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property, including all replacements and additions thereto (all of the foregoing is collectively referred to in this Deed of Trust as the "Property"), together with the rents, issues, and profits thereof, subject to the right, power, and authority hereinafter conferred upon Lender to collect and apply such rents, issues and profits;

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TAX STATEMENT MAILING ADDRESS:

COVENANTS.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Late Charges.**

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Credit Agreement and any late charges or other charges due under the Credit Agreement.

2. **Application of Payments.**

Unless applicable law provides otherwise, all payments received by Lender under Paragraph 1 shall be applied: first, to interest due; second, to principal due; and third, to any late charges due under the Note.

3. **Charges; Liens.**

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

4. Hazard or Property Insurance.

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 6. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Any insurance proceeds shall be applied by Lender, in such order and proportion as it may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, (i) to the sums secured by this Deed of Trust, whether or not then due; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 or change the amount of the payments. If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as additional loss payee thereunder and (ii) be subject to the provisions of this Paragraph 4.

5. Preservation, Maintenance and Protection of the Property.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall keep the Property in good condition and repair, and shall not remove or demolish any building thereon. Borrower shall complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed on the Property, and to pay when due all claims for labor performed and materials furnished therefor. Borrower shall comply with all laws affecting the Property or requiring any alterations or improvements to be made on the Property. Borrower shall not commit, suffer or permit any act upon the Property in violation of law.

6. Protection of Lender's Rights in the Property.

If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Deed of Trust, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 6, Lender does not have to do so. Any amounts disbursed by Lender under this Paragraph 6 shall become additional debt of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate in effect from time to time and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Inspection.

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation.

The Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in Paragraph 4 hereof with respect to insurance proceeds. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend

or postpone the due date of the monthly payments referred to in Paragraph I or change the amount of such payments.

9. Borrower Not Released; Forbearance By Lender Not a Waiver.

Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers.

The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 18. Borrower's covenants and agreements 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 mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Note without that Borrower's consent.

11. 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 the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without prepayment charge under the Note.

12. Notices.

Any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

13. Governing Law; Severability.

This Deed of Trust shall be governed by the law of the state of California and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Note are declared to be severable.

14. Transfer of the Property or a Beneficial Interest in Borrower.

If all or any part of the Property or any interest in it is sold, agreed to be sold or transferred (or if a beneficial interest in Borrower is sold, agreed to be sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. 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. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

15. Borrower's Right to Reinstatement.

If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (b) entry of a judgment enforcing this Deed of Trust. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Deed of Trust and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unchanged. Upon reinstatement by Borrower, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 14.

16. Sale of Note; Change of Loan Servicer.

The Note or a partial interest in the Note (together with this Deed of Trust) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice on the change in accordance with Paragraph 12 and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

17. 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 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. Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims. As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

000314

18. Acceleration Remedies.

If any monthly installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Deed of Trust, or if Borrower is in default under any other deed of trust or other instrument secured by the Property, all sums secured by this Deed of Trust, and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice and regardless of any prior forbearance. In such event, Lender, at its option, may then or thereafter deliver to Trustee a written declaration of default and demand for sale and shall cause to be filed of record a written notice of default and of election to cause to be sold the Property. Lender shall also deposit with Trustee this Deed of Trust and any notes and all documents evidencing expenditures secured thereby. After the lapse of such time as then may be required by law following recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Borrower, shall sell the Property at the time and place specified by Trustee in such notice of sale, or at the time to which such noticed sale has been duly postponed, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale, except that Lender may offset its bid to the extent of the total amount owing to it under the Note and this Deed of Trust, including Trustee's fees and expenses. Trustee may sell the Property as a whole or in separate parcels if there is more than one parcel, or by such other manner of sale which is authorized by law. Trustee may postpone the time of sale of all or any portion of the Property by public declaration made by Trustee at the time and place last appointed for sale. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including Borrower, Trustee or Lender may purchase at such sale. After deducting all costs, fees and expenses of Trustee, and of this Deed of Trust, including costs of evidence of title in connection with such sale, Trustee first shall apply the proceeds of sale to payment of all sums expended under the terms of this Deed of Trust not then repaid, with accrued interest at the rate then payable under the Note or notes secured thereby, and then to payment of all other sums secured thereby and, if thereafter there be any proceeds remaining, shall distribute them to the person or persons legally entitled thereto.

19. 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, the Note and all other notes secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all forwarding fees imposed by Lender, reconveyance fees imposed by Trustee, and all costs relating to the recordation of the reconveyance of this Deed of Trust.

20. Substitute Trustee.

Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. This instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Deed of Trust is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

21. Request for Notices.

Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

22. Statement of Obligation Fee.

Lender may collect a fee equal to the maximum amount as may from time to time be allowed by law for furnishing any statement of obligation, beneficiary's statement, beneficiary's demand or any other statement regarding the condition of or balance owing under the Note or secured by this Deed of Trust.

23. Misrepresentation and Nondisclosure.

Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Deed of Trust secures, and in the event that Borrower has

made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand shall have the right to declare the indebtedness secured by the Deed of Trust, irrespective of the maturity date specified in the Note or notes secured by the Deed of Trust, immediately due and payable. Trustee, upon presentation to it of an affidavit signed by Lender setting forth facts showing a default by Borrower under this Paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon thereunder.

24. Modification.

This Deed of Trust may be modified or amended only by an agreement in writing signed by Borrower and Lender.

25. Reimbursement.

To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses including Attorney's fees which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with this Deed of Trust, the Note, any other note secured by this Deed of Trust or any other instrument executed by Borrower in connection with the Note or Deed of Trust. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender providing documents or services arising out of or in connection with this Deed of Trust, the Note, any other note secured by this Deed of Trust or any other instrument executed by Borrower in connection with the Note or Deed of Trust.

26. Clerical Error.

In the event Lender at any time discovers that the Note, any other note secured by this Deed of Trust, the Deed of Trust, or any other document or instrument executed in connection with the Deed of Trust, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to reexecute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

27. Lost, Stolen, Destroyed or Mutilated Deed of Trust and Other Documents.

In the event of the loss, theft or destruction of the Note, any other note secured by this Deed of Trust, the Deed of Trust or any other documents or instruments executed in connection with the Deed of Trust, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan Document and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Document, and may be treated for all purposes as the original copy of such Loan Document.

28. Assignment of Rents.

As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Deed of Trust and Borrower has not abandoned the Property.

29. Riders to this Deed of Trust.

If one or more riders are executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were a part of this Deed of Trust.

000316

BOOK 167 PAGE 793

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Borrower and recorded with it.

Harry N Card
HARRY N CARD

7/15/97
DATE

Laura J Card
LAURA J CARD

7-15-97
DATE

STATE OF WASHINGTON

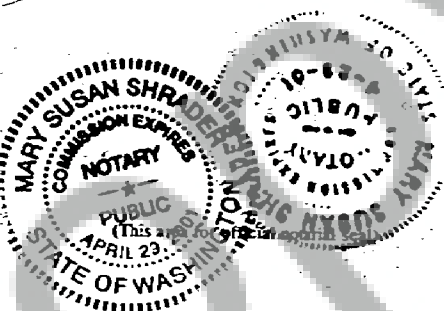
COUNTY OF SKAMANIA

On July 15, 1997 before me Mary Susan Shrader
Notary Public, personally appeared Harry N. Card
and Laura J. Card

WITNESS my hand and official seal

Mary Susan Shrader
Signature

known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



BOOK 167 PAGE 794

The following described real property situated in the County of Skamania, State of Washington:

That portion of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 6 East of the Willamette Meridian, described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 32 and running thence South $3^{\circ}00'51''$ West along the East line of said Northeast quarter, 312.00 feet; thence North $88^{\circ}48'42''$ West, parallel with the North line of said Northeast quarter, 245.04 feet; thence North $3^{\circ}00'42''$ East, 312.00 feet to the North line of said Northeast quarter; thence South $88^{\circ}48'42''$ East along said North line, 245.00 feet to the point of beginning.