

129018

BOOK 168 PAGE 412

When Recorded Mail To:
HP EMPLOYEES FEDERAL CREDIT UNION
P.O. BOX 51770
PALO ALTO, CA 94303-0720
M2064BE

FILED FOR RECORD
SEATTLE CO. WASH
BY CLARK COUNTY REC

AUG 21 12 41 PM '97
Auditor
GARY M. OLSON

Assessor's Parcel or Account Number: 01-05-05-1-0-0101-0

Abbreviated Legal Description:
LOT 1, BLK 1, PRINDLE PARK ESTATES

Full legal description located on the following page. 2 [Include lot, block and plat or section, township and range]

Order No. CCT 97-567 BE
Account No. 37670-18

HOME EQUITY LINE OF CREDIT
Deed of Trust with Assignment of Rents and Request for Special Notice
(LINE OF CREDIT MORTGAGE)

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE ANNUAL PERCENTAGE RATE

THIS DOCUMENT SECURES OBLIGATIONS INCLUDING THE REPAYMENT OF OBLIGATORY
FUTURE ADVANCES. THIS DEED OF TRUST, made August 11, 1997, between
SUSAN Y. KING AND NOEL W. PLEKANEC, WIFE AND HUSBAND

herein called TRUSTOR, whose address is
M.P. 10.80L OLD STATE HWY 140
WASHOUGAL, WA 98671

T.D. SERVICE COMPANY

herein called TRUSTEE, and HP EMPLOYEES FEDERAL
CREDIT UNION, herein called BENEFICIARY, WITNESSETH: That Trustor irrevocably grants, transfers,
and assigns to Trustee in Trust, with Power of Sale, that property in the County of CLARK
State of WASHINGTON, described as,
DDS-HLC

1st Trust ☒
2nd Trust ☒
3rd Trust ☒
4th Trust ☒
5th Trust ☒
6th Trust ☒
7th Trust ☒
8th Trust ☒
9th Trust ☒
10th Trust ☒
11th Trust ☒
12th Trust ☒
13th Trust ☒
14th Trust ☒
15th Trust ☒
16th Trust ☒
17th Trust ☒
18th Trust ☒
19th Trust ☒
20th Trust ☒
21st Trust ☒
22nd Trust ☒
23rd Trust ☒
24th Trust ☒
25th Trust ☒
26th Trust ☒
27th Trust ☒
28th Trust ☒
29th Trust ☒
30th Trust ☒
31st Trust ☒
32nd Trust ☒
33rd Trust ☒
34th Trust ☒
35th Trust ☒
36th Trust ☒
37th Trust ☒
38th Trust ☒
39th Trust ☒
40th Trust ☒
41st Trust ☒
42nd Trust ☒
43rd Trust ☒
44th Trust ☒
45th Trust ☒
46th Trust ☒
47th Trust ☒
48th Trust ☒
49th Trust ☒
50th Trust ☒
51st Trust ☒
52nd Trust ☒
53rd Trust ☒
54th Trust ☒
55th Trust ☒
56th Trust ☒
57th Trust ☒
58th Trust ☒
59th Trust ☒
60th Trust ☒
61st Trust ☒
62nd Trust ☒
63rd Trust ☒
64th Trust ☒
65th Trust ☒
66th Trust ☒
67th Trust ☒
68th Trust ☒
69th Trust ☒
70th Trust ☒
71st Trust ☒
72nd Trust ☒
73rd Trust ☒
74th Trust ☒
75th Trust ☒
76th Trust ☒
77th Trust ☒
78th Trust ☒
79th Trust ☒
80th Trust ☒
81st Trust ☒
82nd Trust ☒
83rd Trust ☒
84th Trust ☒
85th Trust ☒
86th Trust ☒
87th Trust ☒
88th Trust ☒
89th Trust ☒
90th Trust ☒
91st Trust ☒
92nd Trust ☒
93rd Trust ☒
94th Trust ☒
95th Trust ☒
96th Trust ☒
97th Trust ☒
98th Trust ☒
99th Trust ☒
100th Trust ☒
101st Trust ☒
102nd Trust ☒
103rd Trust ☒
104th Trust ☒
105th Trust ☒
106th Trust ☒
107th Trust ☒
108th Trust ☒
109th Trust ☒
110th Trust ☒
111th Trust ☒
112th Trust ☒
113th Trust ☒
114th Trust ☒
115th Trust ☒
116th Trust ☒
117th Trust ☒
118th Trust ☒
119th Trust ☒
120th Trust ☒
121st Trust ☒
122nd Trust ☒
123rd Trust ☒
124th Trust ☒
125th Trust ☒
126th Trust ☒
127th Trust ☒
128th Trust ☒
129th Trust ☒
130th Trust ☒
131st Trust ☒
132nd Trust ☒
133rd Trust ☒
134th Trust ☒
135th Trust ☒
136th Trust ☒
137th Trust ☒
138th Trust ☒
139th Trust ☒
140th Trust ☒
141st Trust ☒
142nd Trust ☒
143rd Trust ☒
144th Trust ☒
145th Trust ☒
146th Trust ☒
147th Trust ☒
148th Trust ☒
149th Trust ☒
150th Trust ☒
151st Trust ☒
152nd Trust ☒
153rd Trust ☒
154th Trust ☒
155th Trust ☒
156th Trust ☒
157th Trust ☒
158th Trust ☒
159th Trust ☒
160th Trust ☒
161st Trust ☒
162nd Trust ☒
163rd Trust ☒
164th Trust ☒
165th Trust ☒
166th Trust ☒
167th Trust ☒
168th Trust ☒
169th Trust ☒
170th Trust ☒
171st Trust ☒
172nd Trust ☒
173rd Trust ☒
174th Trust ☒
175th Trust ☒
176th Trust ☒
177th Trust ☒
178th Trust ☒
179th Trust ☒
180th Trust ☒
181st Trust ☒
182nd Trust ☒
183rd Trust ☒
184th Trust ☒
185th Trust ☒
186th Trust ☒
187th Trust ☒
188th Trust ☒
189th Trust ☒
190th Trust ☒
191st Trust ☒
192nd Trust ☒
193rd Trust ☒
194th Trust ☒
195th Trust ☒
196th Trust ☒
197th Trust ☒
198th Trust ☒
199th Trust ☒
200th Trust ☒
201st Trust ☒
202nd Trust ☒
203rd Trust ☒
204th Trust ☒
205th Trust ☒
206th Trust ☒
207th Trust ☒
208th Trust ☒
209th Trust ☒
210th Trust ☒
211st Trust ☒
212nd Trust ☒
213rd Trust ☒
214th Trust ☒
215th Trust ☒
216th Trust ☒
217th Trust ☒
218th Trust ☒
219th Trust ☒
220th Trust ☒
221st Trust ☒
222nd Trust ☒
223rd Trust ☒
224th Trust ☒
225th Trust ☒
226th Trust ☒
227th Trust ☒
228th Trust ☒
229th Trust ☒
230th Trust ☒
231st Trust ☒
232nd Trust ☒
233rd Trust ☒
234th Trust ☒
235th Trust ☒
236th Trust ☒
237th Trust ☒
238th Trust ☒
239th Trust ☒
240th Trust ☒
241st Trust ☒
242nd Trust ☒
243rd Trust ☒
244th Trust ☒
245th Trust ☒
246th Trust ☒
247th Trust ☒
248th Trust ☒
249th Trust ☒
250th Trust ☒
251st Trust ☒
252nd Trust ☒
253rd Trust ☒
254th Trust ☒
255th Trust ☒
256th Trust ☒
257th Trust ☒
258th Trust ☒
259th Trust ☒
260th Trust ☒
261st Trust ☒
262nd Trust ☒
263rd Trust ☒
264th Trust ☒
265th Trust ☒
266th Trust ☒
267th Trust ☒
268th Trust ☒
269th Trust ☒
270th Trust ☒
271st Trust ☒
272nd Trust ☒
273rd Trust ☒
274th Trust ☒
275th Trust ☒
276th Trust ☒
277th Trust ☒
278th Trust ☒
279th Trust ☒
280th Trust ☒
281st Trust ☒
282nd Trust ☒
283rd Trust ☒
284th Trust ☒
285th Trust ☒
286th Trust ☒
287th Trust ☒
288th Trust ☒
289th Trust ☒
290th Trust ☒
291st Trust ☒
292nd Trust ☒
293rd Trust ☒
294th Trust ☒
295th Trust ☒
296th Trust ☒
297th Trust ☒
298th Trust ☒
299th Trust ☒
300th Trust ☒
301st Trust ☒
302nd Trust ☒
303rd Trust ☒
304th Trust ☒
305th Trust ☒
306th Trust ☒
307th Trust ☒
308th Trust ☒
309th Trust ☒
310th Trust ☒
311st Trust ☒
312nd Trust ☒
313rd Trust ☒
314th Trust ☒
315th Trust ☒
316th Trust ☒
317th Trust ☒
318th Trust ☒
319th Trust ☒
320th Trust ☒
321st Trust ☒
322nd Trust ☒
323rd Trust ☒
324th Trust ☒
325th Trust ☒
326th Trust ☒
327th Trust ☒
328th Trust ☒
329th Trust ☒
330th Trust ☒
331st Trust ☒
332nd Trust ☒
333rd Trust ☒
334th Trust ☒
335th Trust ☒
336th Trust ☒
337th Trust ☒
338th Trust ☒
339th Trust ☒
340th Trust ☒
341st Trust ☒
342nd Trust ☒
343rd Trust ☒
344th Trust ☒
345th Trust ☒
346th Trust ☒
347th Trust ☒
348th Trust ☒
349th Trust ☒
350th Trust ☒
351st Trust ☒
352nd Trust ☒
353rd Trust ☒
354th Trust ☒
355th Trust ☒
356th Trust ☒
357th Trust ☒
358th Trust ☒
359th Trust ☒
360th Trust ☒
361st Trust ☒
362nd Trust ☒
363rd Trust ☒
364th Trust ☒
365th Trust ☒
366th Trust ☒
367th Trust ☒
368th Trust ☒
369th Trust ☒
370th Trust ☒
371st Trust ☒
372nd Trust ☒
373rd Trust ☒
374th Trust ☒
375th Trust ☒
376th Trust ☒
377th Trust ☒
378th Trust ☒
379th Trust ☒
380th Trust ☒
381st Trust ☒
382nd Trust ☒
383rd Trust ☒
384th Trust ☒
385th Trust ☒
386th Trust ☒
387th Trust ☒
388th Trust ☒
389th Trust ☒
390th Trust ☒
391st Trust ☒
392nd Trust ☒
393rd Trust ☒
394th Trust ☒
395th Trust ☒
396th Trust ☒
397th Trust ☒
398th Trust ☒
399th Trust ☒
400th Trust ☒
401st Trust ☒
402nd Trust ☒
403rd Trust ☒
404th Trust ☒
405th Trust ☒
406th Trust ☒
407th Trust ☒
408th Trust ☒
409th Trust ☒
410th Trust ☒
411st Trust ☒
412nd Trust ☒
413rd Trust ☒
414th Trust ☒
415th Trust ☒
416th Trust ☒
417th Trust ☒
418th Trust ☒
419th Trust ☒
420th Trust ☒
421st Trust ☒
422nd Trust ☒
423rd Trust ☒
424th Trust ☒
425th Trust ☒
426th Trust ☒
427th Trust ☒
428th Trust ☒
429th Trust ☒
430th Trust ☒
431st Trust ☒
432nd Trust ☒
433rd Trust ☒
434th Trust ☒
435th Trust ☒
436th Trust ☒
437th Trust ☒
438th Trust ☒
439th Trust ☒
440th Trust ☒
441st Trust ☒
442nd Trust ☒
443rd Trust ☒
444th Trust ☒
445th Trust ☒
446th Trust ☒
447th Trust ☒
448th Trust ☒
449th Trust ☒
450th Trust ☒
451st Trust ☒
452nd Trust ☒
453rd Trust ☒
454th Trust ☒
455th Trust ☒
456th Trust ☒
457th Trust ☒
458th Trust ☒
459th Trust ☒
460th Trust ☒
461st Trust ☒
462nd Trust ☒
463rd Trust ☒
464th Trust ☒
465th Trust ☒
466th Trust ☒
467th Trust ☒
468th Trust ☒
469th Trust ☒
470th Trust ☒
471st Trust ☒
472nd Trust ☒
473rd Trust ☒
474th Trust ☒
475th Trust ☒
476th Trust ☒
477th Trust ☒
478th Trust ☒
479th Trust ☒
480th Trust ☒
481st Trust ☒
482nd Trust ☒
483rd Trust ☒
484th Trust ☒
485th Trust ☒
486th Trust ☒
487th Trust ☒
488th Trust ☒
489th Trust ☒
490th Trust ☒
491st Trust ☒
492nd Trust ☒
493rd Trust ☒
494th Trust ☒
495th Trust ☒
496th Trust ☒
497th Trust ☒
498th Trust ☒
499th Trust ☒
500th Trust ☒
501st Trust ☒
502nd Trust ☒
503rd Trust ☒
504th Trust ☒
505th Trust ☒
506th Trust ☒
507th Trust ☒
508th Trust ☒
509th Trust ☒
510th Trust ☒
511st Trust ☒
512nd Trust ☒
513rd Trust ☒
514th Trust ☒
515th Trust ☒
516th Trust ☒
517th Trust ☒
518th Trust ☒
519th Trust ☒
520th Trust ☒
521st Trust ☒
522nd Trust ☒
523rd Trust ☒
524th Trust ☒
525th Trust ☒
526th Trust ☒
527th Trust ☒
528th Trust ☒
529th Trust ☒
530th Trust ☒
531st Trust ☒
532nd Trust ☒
533rd Trust ☒
534th Trust ☒
535th Trust ☒
536th Trust ☒
537th Trust ☒
538th Trust ☒
539th Trust ☒
540th Trust ☒
541st Trust ☒
542nd Trust ☒
543rd Trust ☒
544th Trust ☒
545th Trust ☒
546th Trust ☒
547th Trust ☒
548th Trust ☒
549th Trust ☒
550th Trust ☒
551st Trust ☒
552nd Trust ☒
553rd Trust ☒
554th Trust ☒
555th Trust ☒
556th Trust ☒
557th Trust ☒
558th Trust ☒
559th Trust ☒
560th Trust ☒
561st Trust ☒
562nd Trust ☒
563rd Trust ☒
564th Trust ☒
565th Trust ☒
566th Trust ☒
567th Trust ☒
568th Trust ☒
569th Trust ☒
570th Trust ☒
571st Trust ☒
572nd Trust ☒
573rd Trust ☒
574th Trust ☒
575th Trust ☒
576th Trust ☒
577th Trust ☒
578th Trust ☒
579th Trust ☒
580th Trust ☒
581st Trust ☒
582nd Trust ☒
583rd Trust ☒
584th Trust ☒
585th Trust ☒
586th Trust ☒
587th Trust ☒
588th Trust ☒
589th Trust ☒
590th Trust ☒
591st Trust ☒
592nd Trust ☒
593rd Trust ☒
594th Trust ☒
595th Trust ☒
596th Trust ☒
597th Trust ☒
598th Trust ☒
599th Trust ☒
600th Trust ☒
601st Trust ☒
602nd Trust ☒
603rd Trust ☒
604th Trust ☒
605th Trust ☒
606th Trust ☒
607th Trust ☒
608th Trust ☒
609th Trust ☒
610th Trust ☒
611st Trust ☒
612nd Trust ☒
613rd Trust ☒
614th Trust ☒
615th Trust ☒
616th Trust ☒
617th Trust ☒
618th Trust ☒
619th Trust ☒
620th Trust ☒
621st Trust ☒
622nd Trust ☒
623rd Trust ☒
624th Trust ☒
625th Trust ☒
626th Trust ☒
627th Trust ☒
628th Trust ☒
629th Trust ☒
630th Trust ☒
631st Trust ☒
632nd Trust ☒
633rd Trust ☒
634th Trust ☒
635th Trust ☒
636th Trust ☒
637th Trust ☒
638th Trust ☒
639th Trust ☒
640th Trust ☒
641st Trust ☒
642nd Trust ☒
643rd Trust ☒
644th Trust ☒
645th Trust ☒
646th Trust ☒
647th Trust ☒
648th Trust ☒
649th Trust ☒
650th Trust ☒
651st Trust ☒
652nd Trust ☒
653rd Trust ☒
654th Trust ☒
655th Trust ☒
656th Trust ☒
657th Trust ☒
658th Trust ☒
659th Trust ☒
660th Trust ☒
661st Trust ☒
662nd Trust ☒
663rd Trust ☒
664th Trust ☒
665th Trust ☒
666th Trust ☒
667th Trust ☒
668th Trust ☒
669th Trust ☒
670th Trust ☒
671st Trust ☒
672nd Trust ☒
673rd Trust ☒
674th Trust ☒
675th Trust ☒
676th Trust ☒
677th Trust ☒
678th Trust ☒
679th Trust ☒
680th Trust ☒
681st Trust ☒
682nd Trust ☒
683rd Trust ☒
684th Trust ☒
685th Trust ☒
686th Trust ☒
687th Trust ☒
688th Trust ☒
689th Trust ☒
690th Trust ☒
691st Trust ☒
692nd Trust ☒
693rd Trust ☒
694th Trust ☒
695th Trust ☒
696th Trust ☒
697th Trust ☒
698th Trust ☒
699th Trust ☒
700th Trust ☒
701st Trust ☒
702nd Trust ☒
703rd Trust ☒
704th Trust ☒
705th Trust ☒
706th Trust ☒
707th Trust ☒
708th Trust ☒
709th Trust ☒
710th Trust ☒
711st Trust ☒
712nd Trust ☒
713rd Trust ☒
714th Trust ☒
715th Trust ☒
716th Trust ☒
717th Trust ☒
718th Trust ☒
719th Trust ☒
720th Trust ☒
721st Trust ☒
722nd Trust ☒
723rd Trust ☒
724th Trust ☒
725th Trust ☒
726th Trust ☒
727th Trust ☒
728th Trust ☒
729th Trust ☒
730th Trust ☒
731st Trust ☒
732nd Trust ☒
733rd Trust ☒
734th Trust ☒
735th Trust ☒
736th Trust ☒
737th Trust ☒
738th Trust ☒
739th Trust ☒
740th Trust ☒
741st Trust ☒
742nd Trust ☒
743rd Trust ☒
744th Trust ☒
745th Trust ☒
746th Trust ☒
747th Trust ☒
748th Trust ☒
749th Trust ☒
750th Trust ☒
751st Trust ☒
752nd Trust ☒
753rd Trust ☒
754th Trust ☒
755th Trust ☒
756th Trust ☒
757th Trust ☒
758th Trust ☒
759th Trust ☒
760th Trust ☒
761st Trust ☒
762nd Trust ☒
763rd Trust ☒
764th Trust ☒
765th Trust ☒
766th Trust ☒

LOT 1, BLOCK 1, FRINDLE PARK ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED
IN BOOK "A" OF PLATS, PAGE 131, RECORDS OF SKAMANIA, COUNTY, WASHINGTON

together with the rents, issues and profits hereof, subject, however, to the right, power and authority hereinafter
given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

The Agreement and this Deed of Trust are, at the option of the Beneficiary, subject to acceleration upon sale,
conveyance, alienation, or assignment, as permitted by law.

Signature of Trustor

Susan Y. King
SUSAN Y. KING

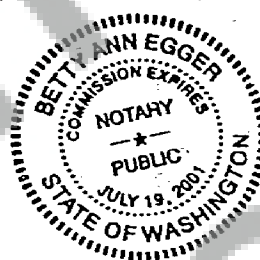
8/13/97
DATE

Noel W. Plekanec
NOEL W. PLEKANEC

8/13/97
DATE

State of WASHINGTON } ss.
County of CLARK }

On 8-13-97, before me, Betty Ann Egger,
personally appeared Susan Y. King & Noel W. Plekanec
personally 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.



WITNESS my hand and official seal:

Betty Ann Egger
Notary's Signature

For the Purpose of Securing:

(1) All of the obligations of Trust under that certain agreement entitled "Open-End Variable Rate Agreement and
Federal Disclosure Statement for Loans Secured by Real Estate" between the Trustor and Beneficiary and dated,
August 11, 1997, (hereinafter referred to as "Agreement"), as said Agreement may be
modified or the obligations secured thereby may be extended, renewed, or replaced by other evidences or
indebtedness from time to time. The Agreement provides for the payment of all sums of money with interest, at a
rate or rates tied to an index and is, therefore subject to change from time to time, and other charges which may
be paid out or advanced by, or otherwise due to Trustee or Beneficiary under the provisions of the Agreement and
this Deed of Trust. The amount secured hereby as of the date of this Deed of Trust is the Trustor's credit limit of
\$ 25,000.00 (hereinafter referred to as the "credit limit"). This amount may be increased by the
DDS-HLC

Beneficiary upon the trustor's request and may be decreased by the Beneficiary upon notice to the other parties to the Agreement.

(2) Payment, with interest thereon of any and all present or future indebtedness or obligations of Trustor (or any of them or any successor in interest to Trustor to the property) to Beneficiary, whether created directly or acquired by assignment, whether fixed or contingent, whether due or not, whether otherwise secured or not, or whether existing at the execution of this Deed of Trust or arising thereafter.

(3) Payment of such additional sums, with interest thereon, as may hereafter be advanced to Trustor, or his successors or assigns, when evidenced by an Agreement reciting that they are secured by this Deed of Trust, and all extensions, modifications and renewals of such additional advances.

(4) Payment, performance and discharge of every obligation, covenant and agreement of Trustor whether contained or incorporated by reference in this Deed of Trust, or contained in any document now or hereafter executed by Trustor in connection with the loan evidenced by the Agreement.

Variable Rate Loan. The Agreement secured by this Deed of Trust contains provisions which may result in increases in the Annual Percentage Rate or in the periodic installments. Reference is hereby made to the Agreement and to the Home Equity Rider attached to this Deed of Trust for provisions relating to such increases.

Agreement to Lend: Subject to the terms of this Agreement, Beneficiary is obligated to advance to Trustor during the Draw Period, or any extension of the Draw Period, an amount not to exceed Trustor's credit limit and Beneficiary is establishing for Trustor an account in the amount of Trustor's credit limit. Trustor's credit limit is the maximum amount of unpaid balance to which Trustor will be entitled. Trustor's repayment during the Draw Period of the Agreement of all or a portion of the then unpaid balance will result in a corresponding increase in credit then available to Trustor under the Agreement. The initial Draw Period ends on August 11, 2007, but may be extended by mutual agreement of Beneficiary and Trustor.

Subject to a mutual modification of the Agreement and this Deed of Trust, the maximum term of the Agreement is 20 years (including a 10 year Draw and a 10 year Repayment Period).

SEE ATTACHED HOME EQUITY RIDER TO DEED OF TRUST MADE A PART HEREOF.

To Protect the Security of This Deed of Trust, Trustor Agrees: To all the terms and provisions contained in said subdivisions A and B, (identical in all counties, and attached hereto) which are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law. Further, when used in said subdivisions A and B the terms note or notes shall mean Agreement.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

In accordance with applicable law of the jurisdiction of this Deed of Trust (such as California Civil Code Section 2924b), request is hereby made by the undersigned TRUSTOR that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust recorded _____ as Doc. No. _____ in Book _____, Page _____, Official Records of _____ County, _____ State, as affecting above described property, executed by SUSAN Y. KING AND NOEL W. ELEKANEC, WIFE AND HUSBAND

as Trustor in which

DDS-HLC

M025 2/97
Page 3 of 6

is named as Beneficiary, and

as Trustee, be mailed to HP EMPLOYEES FEDERAL CREDIT UNION whose address is
P.O. BOX 51770
PALO ALTO, CA 94303-0720

ADDITIONAL TERMS AND PROVISIONS

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

8
2
4
0
0
0
3

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said Agreement for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Agreement to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said Agreement and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof, all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such

successor Trustor or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Agreement secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any part thereto at pending sale under any other Deed of Trust or at any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

TO _____ TITLE INSURANCE COMPANY REQUEST FOR FULL
RECONVEYANCE

The undersigned is the legal owner and holder of the Agreement or Agreements, and of all other indebtedness secured by the foregoing Deed of Trust. Said Agreement or Agreements, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said Agreement or Agreements above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Date _____

Please mail Deed of Trust, Agreement and Reconveyance to

Do not lose or destroy this Deed of Trust OR THE AGREEMENT which is secured. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

HP Employees Federal Credit Union

Home Equity Line of Credit
(LINE OF CREDIT MORTGAGE)

Rider to Deed of Trust

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A
VARIABLE ANNUAL PERCENTAGE (INTEREST) RATE.

In this Rider to Deed of Trust, the words, I, ME and MY mean each and all of those who sign the Home Equity Line of Credit Open-end Variable Rate Agreement and Federal Disclosure Statement (herein "Agreement"). The words YOU, YOUR and YOURS mean HP Employees Federal Credit Union.

Payment: I promise to repay you at your office all sums advanced to me or any person I permit to use this account on the terms and at the rates set forth herein. Payments will continue until I have paid in full the unpaid balance, FINANCE CHARGES and any other charges. If my ANNUAL PERCENTAGE RATE is changed pursuant to the provisions set forth below, the amount of payments required to repay the unpaid balance will be affected accordingly. I understand and agree that each payment is applied first to late charges, if any, then to offer fees and charges, if any, then to FINANCE CHARGE and then to unpaid balance.

Periodic Rate: The initial periodic rate used in calculating the FINANCE CHARGE is the daily periodic rate set forth in the Agreement (initial ANNUAL PERCENTAGE RATE set forth in the Agreement).

The daily periodic rate is determined by dividing the ANNUAL PERCENTAGE RATE by 365 and will change when the ANNUAL PERCENTAGE RATE changes. The ANNUAL PERCENTAGE RATE imposed under the Agreement does not include costs other than interest. When FINANCE CHARGE is imposed: The FINANCE CHARGE begins on the date each advance is posted to my account.

How to Determine the Balance on Which My FINANCE CHARGE Is Computed: You will figure the FINANCE CHARGE on my account by applying the daily periodic rate to the unpaid balance of my account. To get the unpaid balance, you will take the ending balance of my account each day, after adding any new advances and subtracting any payments or credits.

How You Determine My Total FINANCE CHARGE: Each time I make a payment on my account (or from the date of my first advance on a new account), you will multiply the unpaid balance by the applicable daily periodic rate (in effect at the time), and multiply that result by the number of days since the date of the last payment (or from the date of the first advance on a new account). When advances are added to the loan, the FINANCE CHARGE is computed on the unpaid balance from the date of the last payment or advance (or from the date of the first advance on a new account) to the date of the additional advance, then on the total unpaid balance to the date of the next payment or advance. This determines my total periodic FINANCE CHARGE for the billing cycle. Actual FINANCE CHARGE is shown on a periodic statement delivered to me.

How You Determine Changes in My ANNUAL PERCENTAGE RATE: The ANNUAL PERCENTAGE RATE may increase or decrease during the term of the Agreement. Any such change will be based on an increase or decrease in the Prime Rate as published in the Wall Street Journal under "Money Rates," (herein "Index"). In the event that the Prime Rate ceases to be published in the Wall Street Journal, changes in the ANNUAL PERCENTAGE RATE will be related to a comparable Index as provided under the Change in Terms paragraph set forth below.

My ANNUAL PERCENTAGE RATE is determined by adding the margin set forth in the Agreement to the Index in effect as of each Adjustment Date. The Index in effect as of the date of the Agreement is set forth in the Agreement. You may waive an increase in the ANNUAL PERCENTAGE RATE when such an increase can be made, but such a waiver shall not be construed as a waiver of your right to increase the ANNUAL PERCENTAGE RATE at a future date when entitled to do so.

My ANNUAL PERCENTAGE RATE is subject to change on the first day of each month during the Draw Period and on the first day of the Repayment Period. These dates shall be known as "Adjustment Dates." The Index in effect on the third business day prior to the Adjustment Date shall be used to calculate the ANNUAL PERCENTAGE RATE change effective on the Adjustment Date. The maximum ANNUAL PERCENTAGE RATE during the term of this Agreement is 17.000 %, except that the maximum may not exceed the maximum ANNUAL PERCENTAGE RATE permitted federal credit unions at the time of each ANNUAL PERCENTAGE RATE change. There is no minimum ANNUAL PERCENTAGE RATE, nor is there an annual limitation on changes in the ANNUAL PERCENTAGE RATE during the term of the Agreement. Decreases in the ANNUAL PERCENTAGE RATE in accordance with the terms of this agreement are mandatory. Increases in the ANNUAL PERCENTAGE RATE in accordance with the terms of this Agreement are at your discretion. Any increase or decrease in the ANNUAL PERCENTAGE RATE may result in changes in the amount of payments required to repay the unpaid balance.

Mutual Modification: You and I may mutually agree in writing to modify the terms of the Agreement including, but not limited to, extensions of the Draw and/or Repayment Periods. I understand and agree that if I enter into a Mutual Modification Agreement with you, I will continue to be subject to the terms and conditions set forth in the Agreement, except as specifically changed in the Mutual Modification Agreement. I also understand and agree that I shall be required to pay any costs you incur with regards to a modification including, but not limited to, a processing fee set forth in the Agreement and the costs of a title search and report, title insurance and recording.

Change of Terms: You may change the terms of the Agreement as follows: 1) if such change is specifically authorized in the Agreement; 2) where the Index is no longer available as permitted by law and/or regulation; 3) where the change will benefit me throughout the remaining terms of the Agreement; 4) where the change is "insignificant"; or 5) as otherwise permitted by law and/or regulation. You will notify me of such a change by mailing a notice of the change to me at my last known address. I also understand that any such notice will be mailed at least fifteen (15) days prior to the effective date of the change or as required by federal or other law. Notice of change in terms is required, but may be sent as late as the effective date of the change where the change has been agreed to in writing by me.

This rider contains only those terms of the Agreement relating to ANNUAL PERCENTAGE RATE changes. See the Agreement and the Deed of Trust for complete terms.

000432