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BOOK 170 PAGE 426 FILED FOR RECORD SKAHAPITO WASH BY SKAMANIA CO. ITLE

AFTER RECORDING MAIL TO: GN MORTGAGE ATTN: DOCUMENT CONTROL DEPARTMENT P.O.BOX 23929 MILWAUKEE, WI 53223-0929 Loan No.# 2372290

Oct 29 10 of AH '97 OSOWY AUDITORY GARY H. OLSON

Score 2/162 (Space Above This Line For Recording Data) DEED OF TRUST
THIS DEED OF TRUST ("Security Instrument") is made on OCTOBER 21, 1997 The grantor is LARRY'S, OSTLER AND KIM J. OSTLER, HUSBAND AND WIFE
6700 CORPORATION, A CALIFORNIA CORPORATION ("Borrower"). The trustee GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION under the laws of STATE OF WISCONSIN 21731 VENTURA BOULEVARD, SUITE 200 WOODLAND HILLS, CALIFORNIA 91364 and whose address is
Borrower owes Lender the principal sum of Eighty Nine Thousand Fire Hundred and 100/100 Dollars (U.S. \$ 189,500,000). This debt is evidenced by Borrower's note dated the same date as this Security Instrument (Note'), which provides for mouthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2027
extensions and modifications of the Note, (b) the payment of all other sums, with interest, and all renewals, the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale. SKAMANIA LOT JOF BUCK 2 OF WOODARD MARINA ESTATES, ACCORDING TO THE OFFICIAL. County, Washington
PLAT ON FILE AND OF RECORD IN BOOK "A" OF PLATS, PAGE 114 AND 115, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON. TAX ACCOUNT NO.: 02 06 34 1 4 0680 00

adexed, Dir ngirect

which has the address of 701 SKAMANIA LANDING RD [Street]

SKAMANIA [City]

"Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and intures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. It is fine foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variably jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANT: Borrower and Lender covenant and agree as follows:

UNIFORM COVENANT. Borrower and lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance.

3. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ('Funds') for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasthold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in lieu of the payment of mostgage insurance premiums. These items are called 'Escrow hereas' mostgage loan may require for Borrower's secrow account under the federal Real Estate Settlement Procedures Act of 1974 as amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mostgage loan may require for Borrower's secrow account under the federal Real Estate Settlement Procedures Act of 1974 as amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may extimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow hereas or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow frems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however; that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

WASHINGTON-Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender sh. Il account to Regrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrew Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no note than twelve monthly payments, at Lender's sole discretion.

Upon payment, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower any Funds held Lender. If, under paragraph 24. Lender shall acquire or sell the Property. Lender, prior to the acquisition or sale of the operty, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this curity Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leisder under paragraphs I and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under parograph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, these and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Borrower makes these payments directly. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in which go to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proveedings which in the Lender's opinion operate to prevent the enforcement of the lien in (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of motice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter crected on the Property insurance shall be maintened in the amounts and for the periods that Lender tendings, for which Lender requires insurance. This insurance shall be maintened in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be maintened in the amounts and for the periods that Lender tendings, for which

Lender may make proof of loss if ... made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay some secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

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 paragraphs I and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument in mediately, whor to the acquisition. Maintenance and Protection of the Property: Borrower's Loan Applications I accorded to

to the Property prior to the acquisition, shall pass to Lender to the extent of the sums secured by this Security Instrument in mediately grior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall occup, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default in my forfeiture action or proceeding, whether évil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise insterially impair the hen created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower shall also be in default in Borrower, during the koan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender's Rights in the Property in material information, there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proveeding in bankruptcy, probate, for condemnation

8. Mortgage Insurance, If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium's required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses of ceases to be in effect, below of shall pay the premium's required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance enemium being paid by Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance as a kas reserve in fieu of mortgage insurance. Loss reserve payments may no konger be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any demnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instruments shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the e fair of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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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 sutherized to collect and apply the proceeds at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, 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 mouthly payments referred to in paragraphs I and 2 or change the amount of such payments.

It Borrower Not Released: Forbearance By Lender Not a Waiver.

Strension of the time for payment or modification of operate to release the hability of the original Borrower or Borrower's successors in interest of Borrower shall not operate to release the hability of the original Borrower or Forrower'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 an entiration of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbeatance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

interest. Any forbestance by Lender in exercising any right or remedy shall the a successors and Assigns Bound; Joint and Several Liability; Co-signers.

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

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covernants and agreements shall be joint and several. Any Borrower, subject to the provisions of Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to metgage, 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 Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument on the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so the the interest or other loan charges coellected or to be collected in some choice with the from exceed the permitted limits, then: (a) any such loan charges shell be reduced by the amount necessary to reduce the charge to the permitted limits 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 any prepayment charge under the Note.

under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument 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 Addressor 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this pragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument

17. 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 or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate.

If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument 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 Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then covernants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) alses such action as Lender may reasonably require to assure their the lieu of this Security Instrument, including, but not limited to, fustrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain paragraph 17.

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fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) servicer) that collects mouthly payments due under the Note and this Security Instrument. There also may be one or more trianges of the Loan Servicer undeated to a sale of the Note. If there is a change of the Loan Servicer and the edition of the change in accordance with payments should be made. The notice will state the name and adverses of the new Loan Servicer and the address to which payments should be made. The notice will state the name and adversarious Substances.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any that is in violation of any Environmental Law. The proceeding two sentences shall not apply to the presence, use, or storage on the and to maintenance of the Property. Borrower shall not do not allow anyone else to do, anything affecting the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses.

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 Substances or Environmental Law of removal or other remediation of any Hazardous Substances in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as touc or hazardous substances by Environmental Law and the following substances are those substances of formaldedy de and radioactive materials. As used in this paragraph 20, "Environmental Law and Law and the following substances or formaldedy de and radioactive materials. As used in this paragraph 20, "Environmental Law and Law and Law and the following substances or form

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

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

11. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by applicable law. If the default is not curted on or before the date specified in the notice, Lender demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time Property at public auction to the highest bidder at the time and place and under the terms desig

rich:

(page 4 of 4 pages)

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale

12. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warrang to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only it the fee is paid to a third party (some as the Trustee) for services rendered and the charging of the toe is permitted under applicable law.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any all the title, power, and duties conferred upon Trustee herein and by applicable law.

[Check applicable forx(es)]

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

25. Riders to this Security Instrument.

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

Adjustable Rete Rider Graduated Payment Rider Balloon Rider Other(s) [specify] BY SIGNING RELOW. Portrary	Condominium Rider X Planned Unit Development Rider Rate improvement Rider	I d Family Rider Biweekly Payment Ride Second Home Rider
any rider(s) executed by Borrower and recorded wi Witnesses.	Lay & C	his Security Instrument and in
	LARRY S OSTLER KIM J OSTLER	Stle-God Byroner
) <u>, </u>	Seal B verwer
	Below. This line For Acknowledgement 1	Byroner
County of Skanania I hereby certify that I know or have satisfactory evide LARRY'S OSTLER AND KISLI STLER signed this instrument and acknowledged it to be instrument.	27:3.0	ARY SUC
Dated: 10 - 24 - 97	the free and voluntary act for the South	affective disoned in the
*	Notary Public in and for the State Strenson	of Washington, residing at
REQUITO TRUSTEE: The undersigned is the holder of the siste or note: indebtedness secured by this Deed of Trust, have been Deed of Trust, which are delivered hereby, and to rec Trust to the person or persons legally entitled thereto.	EST FOR RECONVEYANCE s secured by this Deed of Trust. Said note or no paid in full. You are hereby directed to cancel convey, withour warranty, all the estate now held	stes, together with all other said note or notes and this I by you under this Deed of
Date:		

Loan No. 2372290

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made thatST and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or _ day of <u>OCTOBER, 1997</u> Security Deed (the "Security !» trument") of the same date, given by the undersigned (the "Borrower") to secure Bostower's Note to GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION of the same date and covering the Property described in the Security Instrument and located at: 701 SKAMANIA LANDING RD, SKAMANIA, WASHINGTON 98648-

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration"). The Property is a part of a planned unit development known as **WOODARD MARINA ESTATES**

[Name of Planned Out 13 velopment]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses. benefits and proceeds of Borrower's interest.

In addition to the covenants and agreements made in the Security Instrument, PUD COVENANTS. Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association: and (iii) any hy-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed

flons of the Owners Association. Borrower shall promptly pay, when due, an dues and assessments imposed pursuant to the Constituent Documents,

B. Hazard Insurance.

So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the ann order, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by

the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
D. Condemnation.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as E. Lender's Prior Consent.

Borrower shall not, except after notice to Lender and with Lander's prior consent.

Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the

case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent

MULTISTATE PUD RIDEBingle Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 9/90

- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider

RRY S OSTLER Borrowe

KIM J OSTLER

___(Seal) -Borrower

__(Seal) -Borrower

____(Scal) -Borrower