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BOOK 171 PAGE 72

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. TITLE

Nov 19 12 04 PM '97

*P. Lawry*  
AUDITOR  
GARY H. OLSON

RETURN ADDRESS:  
SUPERIOR BANK FSB  
135 CHESTNUT RIDGE ROAD  
MONTVALE, NJ 07645  
ATTN: RECORDED DOCUMENTS DEPT.

Space Above this Line for Recording Data

*SCR 21180*

### DEED OF TRUST

Account #: 0800466112

#### WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Deed of Trust." This document, which is dated NOVEMBER 12, 1997 will be called the "Deed of Trust."  
(B) "Borrower."  
DANIEL B NOBLE AND ELSIE NOBLE,  
HUSBAND AND WIFE

will sometimes be called the "Borrower" and sometimes simply "I" or "me." The Borrower's address is:  
111 LITTLE ROAD, SKAMANIA, WA 98648

(C) "Lender."  
Superior Bank FSB Pacific Equity Division  
its successors and/or its assigns, will be called the "Lender." The Lender's address is:  
135 CHESTNUT RIDGE ROAD, MONTVALE, NJ 07645

(D) "Trustee." SKAMANIA TITLE COMPANY 43 RUSSELL STREET  
will be called the "Trustee." The Trustee's address is:  
STEVENSON, WA 98648,

(E) "Note." The note signed by Borrower and dated NOVEMBER 12 1997, and any extensions and renewals of that note, will be called the "Note." The Note shows that I owe Lender U.S. \$ 100,000.00 plus interest as provided by the terms of the Note.

(F) "Property." The property that is described below in the section titled "Description Of The Property" will be called the "Property."

#### BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I irrevocably grant and convey the Property to Trustee with power of sale, subject to the terms of this Deed of Trust. This means that, by signing this Deed of Trust, I am giving Lender those rights that are stated in this Deed of Trust and also those rights that the law gives to lenders who hold deeds of trust on real property including the power to have the Trustee sell the Property. I am giving Lender these rights to protect Lender from possible losses that might result if I do not:

- (A) Pay all the amounts that I owe Lender as stated in the Note;  
(B) Pay, with interest, any amounts that Lender spends under this Deed of Trust to protect the value of the Property and Lender's rights in the Property; and  
(C) Keep all of my promises and agreements under this Deed of Trust.

#### DESCRIPTION OF THE PROPERTY

I give Lender rights in the following Property:

- (A) The Property which is located at:  
111 LITTLE ROAD, SKAMANIA, WA 98648

in SKAMANIA  
legal description:

S26, T2N, R6E

This Property is  
County in the State of Washington. It has the following abbreviated

Assessor's Tax Parcel ID# 02-06-26-4-0-2100-00  
EX Additional legal description is on page 9 of document

(B) All buildings, structures and other improvements that are located on the Property described in paragraph (A) of this section;

(C) All rights in other Property that I have as owner of the Property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the Property" and all mineral, oil and gas rights and profits, water rights and stock that are part of the Property described in paragraph (A) of this section;

(D) All fixtures on the Property described in paragraphs (A) and (B) of this section;

(E) All rents or royalties from the Property described in paragraphs (A) through (D) of this section; and

(F) All of the Property described in paragraphs (B) through (E) of this section that I acquire in the future, and all rights described in paragraphs (B) through (E) of this section that I acquire in the future.

It may be that I do not own the Property but am a tenant under a lease or a holder of a life estate or other interest in the Property. In that case, the rights I am giving to Lender by this Deed of Trust are rights in my tenancy, life estate and other interest in the Property.

#### USE OF THE PROPERTY

I promise that the Property neither is nor will be used principally for farming or agricultural purposes.

#### 1. BORROWER'S RIGHT TO GRANT AND CONVEY THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to grant and convey the Property to Trustee; and (C) there are no outstanding claims or charges against the Property other than claims and charges of record.

I give a general warranty of title to Lender. This means that I am fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

#### 2. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS

Subject to paragraph 13 below, I will pay to Lender when due principal and interest under the Note and late charges, collection costs and expenses, dishonored check charges, prepayment charges, if any, and other charges as stated in the Note.

#### 3. APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Note first to accrued and unpaid interest under the Note to the date of payment and the remainder, if any, to the unpaid principal balance under the Note. Any late charges, collection costs and expenses, dishonored check charges, prepayment charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Deed of Trust will be assessed separately.

#### 4. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY

I will perform all of my obligations under any security deed, mortgage, deed of trust or other security instrument with, creating or having priority over this Deed of Trust, including but not limited to my covenant to make payments when due. I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may attain priority over this Deed of Trust and will provide to Lender, within ten (10) days of Lender's request, receipts showing that these items have been paid. I will see that any claim, demand or charge that is made against the Property because an obligation has not been fulfilled (known as a "lien") is promptly paid or satisfied if the lien may attain priority over this Deed of Trust (other than a senior security deed, mortgage, deed of trust or other security instrument approved by Lender at the time of origination of this Deed of Trust and with respect to which I comply with the provisions of the first sentence of this paragraph 4). I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property.



**5. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY**

I will obtain hazard insurance to cover all buildings, structures and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be maintained in the amounts and for the periods of time required by Lender, not to exceed the full replacement cost of the buildings and improvements on the Property.

I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

All proceeds due from the insurance company will be paid to the Lender. Lender may use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Deed of Trust. I hereby appoint Lender my attorney in fact to endorse my name on any insurance check whether payable to me or payable jointly to me, Lender and any other party and to apply the proceeds, in its discretion, as provided in the preceding sentence. This appointment is irrevocable for so long as any amounts remain outstanding under the Note or Deed of Trust, is durable to the fullest extent permitted by applicable law and is coupled with an interest.

**6. BORROWER'S OBLIGATIONS TO OCCUPY THE PROPERTY AND TO MAINTAIN AND PROTECT THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE, CONDOMINIUM, PUD AND HOMEOWNER ASSOCIATION DOCUMENTS**

Unless my loan application and Lender's loan approval provided that the Property was not required to be occupied as my principal residence, I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Mortgage. I will continue to occupy the Property and to use the Property as my principal residence for at least 1 year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

I will keep the Property in good repair. I will not destroy, damage or substantially change the Property, and I will not allow the Property to deteriorate. I will be "in default" under this Deed of Trust if I fail to keep any promise or agreement made in this Deed of Trust. I will not permit, or be alleged to have permitted, the Property to be used in connection with any illegal activity. In that regard, I also will be in default under this Deed of Trust if any civil or criminal action or proceeding for "forfeiture" (that is, a legal action or proceeding to require the Property, or any part of the Property, to be given up) is begun and Lender determines, in good faith, that this action or proceeding could result in a court ruling (i) that would require forfeiture of the Property or (ii) that would materially impair the lien of this Deed of Trust or Lender's rights in the Property. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease. If the Property is a unit in a condominium or in a planned unit development, or if I am a member of a homeowners association, I will fulfill all of my obligations under the declaration, by-laws, regulations and other documents that create or govern the condominium or the planned unit development or the homeowner association and pay, when due, all assessments and common charges applicable to me or the Property.

**7. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY**

If: (A) I do not keep my promises and agreements made in this Deed of Trust, or (B) someone, including me, begins a legal proceeding that may affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, to enforce laws or regulations or to enforce and/or protect a lien), 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 under this paragraph 7 may include, for example, appearing in court, paying reasonable attorneys' fees, entering on the Property to make repairs, and paying hazard insurance premiums, real estate taxes, and other liens affecting the Property.

I will pay to Lender any amounts, with interest at the rate set forth in the Note (or, if the rate is an adjustable rate, at the rate then in effect under the Note as such rate may change from time to time) if permitted by law or, if not, at the highest lawful rate, which Lender spends under this paragraph 7. This Deed of Trust will protect Lender in case I do not keep this promise to pay those amounts with interest. This Deed of Trust secures the repayment of those amounts together with such interest.

I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender.

Although Lender may take action under this paragraph 7, Lender does not have to do so.

**8. LENDER'S RIGHT TO INSPECT THE PROPERTY**

Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times. However, before one of those inspections is made, Lender must give me notice stating a reasonable purpose for the inspection. That purpose must be related to Lender's rights in the Property.

**9. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY**

A taking of Property by any governmental authority by eminent domain is known as "condemnation." I give to Lender my right: (A) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (B) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender, subject to the terms of any superior mortgage or deed of trust, and applied to the amount secured by this Deed of Trust. Any excess will be paid to the persons legally entitled to it.

**10. CONTINUATION OF BORROWER'S OBLIGATIONS**

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Deed of Trust. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Deed of Trust.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Deed of Trust, even if Lender is requested to do so.

**11. CONTINUATION OF LENDER'S RIGHTS**

Even if Lender does not exercise or enforce any right of Lender under this Deed of Trust or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will still have the right, under paragraph 18, to demand that I make Immediate Payment In Full (see paragraph 18 for a definition of this phrase) of the amount that I owe to Lender under the Note and under this Deed of Trust.

**12. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS**

Each of Lender's rights under this Deed of Trust is separate. Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.

**13. OBLIGATIONS OF BORROWERS AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS**

Subject to the terms of paragraph 18(C) which permits Lender to require me to make Immediate Payment In Full in the event of a transfer of an interest in the Property (or a beneficial interest in Borrower if Borrower is not a natural person) made without Lender's prior written consent, any person who takes over my rights or obligations under this Deed of Trust will have all of my rights and will be obligated to keep all of my promises and agreements made in this Deed of Trust. Similarly, any person who takes over Lender's rights or obligations under this Deed of Trust will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Deed of Trust. In this Deed of Trust, the word "person" means any person, organization, governmental authority or any other party.

If more than one person signs this Deed of Trust as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Deed of Trust. Lender may enforce Lender's rights under this Deed of Trust against each of us individually or against all of



us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Deed of Trust. However, if one of us does not sign the Note, then: (A) that person is signing this Deed of Trust only to give that person's rights in the Property to Lender under the terms of this Deed of Trust; and (B) that person is not personally obligated to make payments or to act under the Note or under this Deed of Trust. Any person signing this Deed of Trust but not signing the Note also agrees (i) that Lender may allow any other Borrower to delay or to change payments due under the Note or under this Deed of Trust and (ii) that Lender may make other accommodations under the Note or under this Deed of Trust. Lender may do this without obtaining anyone's consent and without modifying the effect of this Deed of Trust.

**14. TRANSFER OF SERVICING FOR THE NOTE**

I also understand that the Lender may transfer the servicing for the Note and this Deed of Trust to a new servicer at any time, and that when such servicing is transferred, the new servicer must give me notice of the name, address and telephone number of the office which will give me information about the servicing for the Note and this Deed of Trust.

**15. AGREEMENT ABOUT GIVING NOTICES REQUIRED UNDER THIS DEED OF TRUST**

Unless the law requires otherwise, any notice that must be given to me under this Deed of Trust will be given by delivering it or by mailing it by first class mail addressed to me at the address stated in paragraph (B) of the section above titled "Words Used Often In This Document." A notice will be delivered or mailed to me at a different address if I give Lender a notice of my different address. Any notice that must be given to Lender under this Deed of Trust will be given by mailing it by first class mail to Lender's address stated in paragraph (C) of the section above titled "Words Used Often In This Document." A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Deed of Trust is given when it is mailed or when it is delivered according to the requirements of this paragraph 15.

**16. LAW THAT GOVERNS THIS DEED OF TRUST**

If this Deed of Trust is a second priority deed of trust, Federal law and Illinois law will govern the interest rate charged on the Note secured by this Deed of Trust. In all other respects (including the interest rate charged on the Note if this Deed of Trust is a first priority deed of trust) Washington law and any local law that applies in the place that the Property is located will govern this Deed of Trust except where such laws conflict with Federal law, in which case Federal law applies. If any term of this Deed of Trust or of the Note conflicts with the law, all other terms of this Deed of Trust and of the Note will still remain in effect to the extent that they can be given effect without the conflicting term. This means that any terms of this Deed of Trust and the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

As used in this Deed of Trust, the words "costs," "expenses" and "attorneys' fees" include all amounts not prohibited by applicable law or limited in this Deed of Trust.

**17. BORROWER'S COPY OF THE NOTE AND OF THIS DEED OF TRUST**

I acknowledge receipt of a copy of the Note and of this Deed of Trust.

**18. LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS**

If any of the events or conditions described in subparagraphs (A), (B), (C), (D), (E) or (F) of this paragraph 18 shall occur, Lender may require that I pay immediately the entire amount remaining unpaid under the Note and this Deed of Trust. This requirement will be called "Immediate Payment In Full."

If Lender requires Immediate Payment in Full, Lender may take away all of my remaining rights in the Property and may have the Property sold, either by bringing a lawsuit which results in a sheriff's sale or by having the Trustee under this Deed of Trust hold a sale. At either type of sale, Lender or any other person except the Trustee may acquire the Property. This is known as "foreclosure and sale". And in either type of sale the lien of this Deed of Trust will secure all my obligations under the Note and this Deed of Trust, and all costs, expenses and attorneys' fees from the foreclosure and sale to the extent that the recovery of these costs, expenses and attorneys' fees is not limited or prohibited by applicable law or regulation, and permitted attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction).

If Lender chooses to foreclose through a lawsuit, and the proceeds of this sale are insufficient to repay Lender the amounts I owe Lender under the Note and this Deed of Trust, plus the costs, expenses and attorneys' fees, Lender may obtain a court judgment against me personally for the difference between all amounts due from me and the amount of the sale proceeds.

However, if Lender chooses to have the Trustee foreclose without a lawsuit, and the proceeds of this sale are not sufficient to repay the Lender the amounts I owe Lender under the Note and this Deed of trust, plus the costs, expenses and attorneys' fees allowed by law, I am not personally responsible to Lender for any further amounts of any sort secured by this Deed of Trust.

If Lender chooses to foreclose without a lawsuit, Lender shall give written notice to the 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 me and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, the Trustee, without demand by me, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order the Trustee determines. The Trustee may postpone sale of the Property for a period or periods permitted by applicable law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

The Trustee shall deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be 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 Deed of Trust; 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 took place.

Lender may require Immediate Payment In Full under this paragraph 18, if:

- (A) I fail to make any payment required by the Note or this Deed of Trust when it is due;
- or
- (B) I fail to keep any other promise or agreement in this Deed of Trust within the time set forth, or if no time is set forth in this Deed of Trust, then within the time set forth in the notice sent to me by Lender; or
- (C) Except in those circumstances in which Federal law otherwise provides, all or any part of the Property, or any right in the Property, is sold or transferred without the Lender's prior written consent (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred); or
- (D) I fail to make any payment required by any senior deed to secure debt, security deed, deed of trust or mortgage encumbering or affecting the Property or I fail to keep any other promise or agreement in any senior deed to secure debt, security deed, deed of trust or mortgage encumbering or affecting the Property; or
- (E) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or
- (F) Any representation made or information given to Lender by me in connection with my application for this loan is false or misleading in any material respect.

**19. LENDER'S RIGHTS TO RENTAL PAYMENTS FROM THE PROPERTY AND TO TAKE POSSESSION OF THE PROPERTY.**

As additional protection for Lender, I give to Lender all of my rights to any rental payments from the Property. However, until Lender requires Immediate Payment In Full or until I abandon the Property I have the right to collect and keep those rental payments as they become due. I have not given any of my rights to rental payments from the Property to anyone other than the holder of a senior mortgage or deed of trust and I will not do so without Lender's prior consent in writing. If Lender requires Immediate Payment In Full or if I abandon the Property then Lender, persons authorized by Lender or a receiver appointed by a court at Lender's request may, to the extent that rents are not being collected by the holder of an assignment of rents which has priority over this Deed of Trust: (A) collect the rental payments, including overdue rental payments directly from the tenants; (B) enter on and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change leases. I agree that if Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this paragraph 19, the tenants may make those rental payments to Lender without having to ask whether I have failed to keep my promises and agreements under this Deed of Trust.



If there is a judgment for Lender in a lawsuit for foreclosure and sale, and if the Property is not occupied by me as my principal Residence at the time of sale, I will pay to Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me the right to occupy the Property.

All rental payments collected by Lender or by a receiver other than the rent paid by me under this paragraph 19 will be used first, to the extent not limited or prohibited by applicable law or regulations, to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to Lender under the Note and under this Deed of Trust. The costs of managing the Property may include, to the extent not limited or prohibited by applicable law or regulation, the receiver's fees, reasonable attorneys' fees and the cost of any necessary bonds. Lender and the receiver will be obligated to account only for those rental payments that they actually receive.

#### 20. HAZARDOUS SUBSTANCES

I will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. I will not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

I will 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 I have actual knowledge. If I learn or am notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by any Environmental Law and the following substances: gasoline, lead-based paint, 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.

#### 21. STATEMENT OF AMOUNT DUE AND NO DEFENSES

Within five (5) days after request in person or within ten (10) days after request by mail, I will give to Lender a signed statement as to (A) the amount due under the Note and this Deed of Trust and (B) any offset or defense I have against the Note or this Deed of Trust.

#### 22. SUBSTITUTE TRUSTEE

In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

#### 23. CHANGES MUST BE IN WRITING

No change in the terms of the Note or this Deed of Trust will be effective unless agreed to in a writing signed by the Lender.

#### 24. LOAN CHARGES

If a law or regulation which applies to the loan secured by this Deed of Trust which sets maximum interest or other loan charges, is finally interpreted so that the interest or other loan charges collected, or to be collected, in connection with the loan secured by this Deed of Trust exceed the permitted limits, then (A) any such interest and/or other loan charges shall be reduced by the amount necessary to reduce such interest and/or other loan charges to the permitted limits; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal I owe under the Note and this Deed of Trust or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment penalty.

#### 25. RECONVEYANCE

When all sums secured by this Deed of Trust are paid, Lender shall request Trustee to reconvey the Property. Trustee shall, without warranty, reconvey the Property to the person legally entitled to it. That person shall pay all fees for filing the reconveyance and shall pay Trustee a reasonable fee for preparation and execution of the reconveyance instrument.

**26. RIDERS TO THIS DEED OF TRUST**

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

[Check applicable box(es)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider                 | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider               | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> <del>Other (Specify)</del> | <input type="checkbox"/> Balloon Rider                  | <input type="checkbox"/> Second Home Rider      |
| <del>PERIODIC PAYMENT RIDER</del>                              |   |   |

**REQUEST FOR NOTICE OF DEFAULT AND  
FORECLOSURE UNDER SUPERIOR DEEDS TO SECURE DEBT, MORTGAGES  
OR DEEDS OF TRUST**

Borrower and Lender request the holder of any deed to secure debt, mortgage, deed of trust or other encumbrance which has priority over this Deed of Trust to give notice to Lender, at Lender's address set forth on page one of this Deed of Trust, or at any other address for notice provided by Lender to such holder, of any default under any such superior instrument or encumbrance and of any sale or other action to enforce such superior instrument or encumbrance.

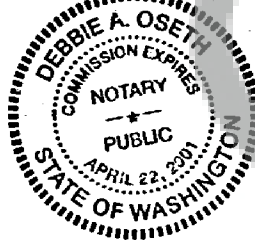
By signing this Deed of Trust I agree to all of the above.

<u>Daniel B. Noble</u> DANIEL B NOBLE	Borrower [Seal]	<u>Elsie Noble</u> ELSIE NOBLE	Borrower [Seal]
_____	Borrower [Seal]	_____	Borrower [Seal]
_____	Borrower [Seal]	_____	Borrower [Seal]

STATE OF WASHINGTON )  
COUNTY OF Clark ) ss.

On this day personally appeared before me Daniel B. Noble & Elsie Noble, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that (he/she/they) signed the same as (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 12 day of November, 1999.

(Seal or stamp)



Debbie A. Oseth  
Notary Public for the State of Washington  
My appointment expires 4-22-01



**REQUEST FOR RECONVEYANCE**  
(To Be Used Only When Note Has Been Paid)

TO: TRUSTEE

The undersigned is the holder of the Note and the owner of all other indebtedness secured by this Deed of Trust. The Note, together with all other indebtedness secured by this Deed of Trust has been paid in full. You are hereby directed to cancel that Note and this Deed of Trust, which are hereby delivered to you, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled to it.

Date: \_\_\_\_\_

**ADDITIONAL LEGAL DESCRIPTION**

Beginning at a point 859.4 feet North and 30 feet East of the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, thence North 70° 46' East 200 feet along the county road known and designated as Little Street; thence South 17° 47' East 167 feet; thence South 70° 46' West 251.05 feet; thence North 167 feet to the Point of Beginning.

ALSO: Beginning at a point 859.4 feet North and 30 feet East of the Southwest corner of the Southeast Quarter of the Southeast Quarter of the said Section 26, thence North 70° 46' East 200 feet along Little Street aforesaid to the initial point of the tract hereby described; thence South 17° 47' East 401.5 feet; thence East 75 feet to the center of the county road formerly designated as State Highway No. 8; thence following said county road in a Northerly direction to the intersection with the Southerly line of Little Street; thence South 70° 46' West along the Southerly line of Little Street to the initial point.