130280

When Recorded Return to:
ADVANTA NATIONAL BANK USA
16875 W BERNARDO DR.
SAN DIEGO, CA 92127

Prepared by:

BOOK 172 PAGE 411

FILED FOR RECORD
SKAMANIA COUNTY, WASH
At General American Corp
JAN 21 12 12 PM '98
Q Lowry
AUDITOR
GARY H. OLSON

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HOME EQUITY LINE OF CREDIT DEED OF TRUST

THIS DEED OF TRUST SECURES A REVOLVING LINE OF CREDIT

THIS HOME EQUITY LINE OF CREDIT DEED OF TRUST (the "Security Instrument" is made this 10TH day of JANUARY , 1998 , among the Grantor(s) MICHAEL D WILKINSON AND FELICIA R WILKINSON

(hereinafter referred to as, the "Borrower", whether one, or more), whose address is 162 SKYE PRAIRIE ROAD, WASHOUGAL, WA 98671
SMS TITLE COMPANY , and ("Trustee"), residing at 3160 AIRWAY AVENUE, COSTA MESA, CA 92626 in favor of and for the benefit of Advanta National Bank USA, organized and existing under the laws of Delaware, its successors and assigns, and whose address is 500 Office Center Drive, Suite 400, Fort Washington, PA 19034 ("Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust created by this Security Instrument, irrevocably grants and conveys to Trustee, in trust, with power of sale, the property located in the City of WASHOUGAL . County of SKAMANIA

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS: LOT 3 OF THE WILSON SHORT PLAT NOR. 1 AS RECORDED IN BOOK 3 OF SHORT PLATS ON PAGE 37, SKAMANIA. MORE FULLY DESRIBED IN DEED BOOK 109, PAGE 62 RECORDED APRIL 4, 1988

TAX PARCEL NO.: 02-05-32-2-0-0304-00

which is not used principally for agricultural or farming purposes and which has the street address of 162 SKYE PRAIRIE ROAD, WASHOUGAL, WA 98671 (the "Property Address").

Unofficial Document

TOGETHER with all the improvements now or hereafter erected on the above-described property, and all existing and hereinafter acquired easements, rights, appurtenances, leases, rents (subject, however, to the rights and authority given herein to Lender to collect and apply such rents), profits, water, water rights, and water stock, and contract rights, pertaining to, arising from or situated at, upon or under the land located generally at the Property Address, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be, and shall remain a part of the property covered by this Security Instrument. All of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold), are collectively referred to as the "Property."

TO SECURE to Lender:

(i) The prompt repayment of all indebtedness due and to become due, as may be advanced and outstanding, and repaid and readvanced, from time to time, with interest thereon (the "Line of Credit"), pursuant to the terms and conditions of the Home Equity Line of Credit Agreement and Promissory Note of even date herewith, between Borrower and Lender, and all modifications, amendments, extensions, substitutions, replacements and renewals thereof (the "Agreement"). Lender has agreed to make advances to Borrower under the terms of the Agreement. Such advances shall be of a revolving nature and may be made, repaid and remade from time to time, Borrower and Lender contemplating a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Agreement (not including charges, and collection costs which may be owing from time to time under the Agreement) shall not exceed
FORTY THOUSAND AND NO/100---
($ 40,000.00) together with interest thereon (the "Credit Limit"). That sum is referred to in the Agreement as the Credit Limit. The entire indebtedness under the Agreement, if not paid sooner, is due and payable on JANUARY 15, 2021
or on such later date as may be permitted by Lender in writing, or at such earlier date in the event such indebtedness is accelerated in accordance with the terms of this Security Instrument.

(ii) The payment of all other sums advanced to protect the security of the lien hereunder, and of all costs incurred by Lender in connection with the enforcement of its rights under this Security Instrument and/or the Agreement up to the amount of the Credit Limit, with interest thereon at the rate provided in the Agreement.

(iii) The performance of Borrower's covenants and obligations under this Security Instrument, the Agreement, and any Prior Mortgage, including, but not limited to, Borrower's promises to make payments when due.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property; that the Property is unencumbered, except for any Prior Mortgage or Deed of Trust (the "Prior Mortgage") and declarations, easements or restrictions of record listed in a schedule of exceptions to coverage in the title insurance policy insuring Lender's interest in the Property; and that Borrower will warrant and defend generally the title to the Property against all claims and demands.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Agreement, and all late charges and other charges provided in and authorized by the Agreement.

2. Funds for Taxes and Insurance. If required by Lender, and subject to applicable law, 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 leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time collect and hold Funds, including reserves in excess of the amounts actually needed, using such methods of calculation as may be authorized or not prohibited, and in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time,

12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. Borrower shall not be obligated to make such payments of funds to Lender to the extent that Borrower makes such payments to the holder of the Prior Mortgage if such holder is an institutional lender.

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. Subject to applicable law, Lender may require Borrower to pay a one-time charge for a real estate tax reporting service or flood certification service used by Lender in connection with this loan, unless applicable law provides otherwise. Lender shall not be required to pay Borrower any interest or earnings on the Funds, unless expressly required by law to do so. 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.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall notify Borrower that Borrower may elect to receive either a direct refund of such excess amounts, or a credit on Borrower's future monthly installment of Funds. If Borrower fails to make such election within thirty (30) days after notice has been mailed by Lender to Borrower, then Lender, in its sole discretion, may elect one of the foregoing options, and notify Borrower of such election. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow 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 more than twelve monthly payments, 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 by Lender. If, under Paragraph 16, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and this Security Instrument shall be applied by Lender as provided in the Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. This Security Instrument is subordinate to the Prior Mortgage. Borrower shall perform all of Borrower's obligations under the Prior Mortgage, including, but not limited to, Borrower's covenant to make payments when due.

If Borrower fails to make any payment when so due under such loan, or otherwise defaults thereunder Lender shall have the right, but not the obligation, to make such payment directly to the holder of the loan secured by the Prior Mortgage, to cure such default or to pay in full, the entire indebtedness secured by the Prior Mortgage. All costs and expenses incurred by Lender to cure such default or to pay the entire indebtedness secured by the Prior Mortgage:

(a) shall bear interest from the date advanced until paid at the interest rate in effect under the Agreement from time to time;

(b) shall be immediately due and payable by Borrower to Lender without notice or demand for payment; and

(c) shall be and become a part of the indebtedness secured by this Security Instrument up to the amount of the Credit Limit.

The curing by Lender of any default under the Prior Mortgage, or the payment by Lender of the entire indebtedness secured thereby, shall not constitute a curing or waiver of the default under this Security Instrument caused by Borrower's default under the Prior Mortgage, and Lender shall remain entitled to exercise all of the rights and remedies available to it by virtue of such default.

Any act or omission by Borrower which would constitute a default or an event of default under the Prior Mortgage, shall constitute a default hereunder, without the necessity of giving any notice to Borrower or affording Borrower any time in which to cure such act or omission. Borrower shall notify Lender within five (5) days after receipt by Borrower of any notice from the holder of, or trustee named in the Prior Mortgage, noting or claiming the occurrence of any default, non-payment or non-performance by Borrower or notice of acceleration under the Prior Mortgage. Borrower warrants and represents that the granting of this Security Instrument is not a default or an event of default under the Prior Mortgage and that any required consents thereunder have been obtained and delivered to Lender.

Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this 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 required to be paid in that manner, Borrower shall pay or cause to be paid such obligations on time directly to the person or governmental authority owed such payment or payments. If Borrower makes these payments directly, Borrower shall promptly deliver to Lender receipts evidencing all such payments.

Borrower shall promptly discharge any lien, other than the Prior Mortgage. Lender in its sole discretion may permit Borrower: (i) to pay the obligation secured by the lien in a manner deemed acceptable to Lender and set forth in writing; (ii) contest in good faith the lien by, or defend against enforcement of the lien in, legal proceedings which, in Lender's opinion, operates to prevent the enforcement of the lien or forfeiture of any part of the Property; or (iii) obtains from the holder of such lien an agreement satisfactory to Lender to subordinate that lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument (other than the Prior Mortgage), Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien within ten (10) days after the giving of notice.

5. Preservation and Maintenance of Property; Condominiums; Planned Unit Developments; Leaseholds; Use and Occupancy. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property, reasonable wear and tear excepted.

If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee shall not merge unless Lender agrees in writing to the merger. In no event shall any such merger extinguish the lien of this Security Instrument.

Borrower shall use, establish and occupy the Property as Borrower's principal residence. Borrower shall not abandon the Property or allow it to become vacant. Borrower shall comply with all laws, rules, orders, ordinances and regulations affecting the Property. Borrower shall notify Lender promptly upon the occurrence of a notice of violation of any laws applicable to the Property.

6. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including flood or flooding, Lender may require, from time to time, and in such amounts and for such periods of time that Lender may require, subject to applicable law. The insurance carrier providing the insurance shall be chosen by Borrower, subject to the approval of Lender, which shall not be unreasonably withheld or delayed.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause naming Lender as an insured and providing for at least fifteen (15) days written notice to Lender prior to the termination, cancellation, amendment to, or reduction in the amount of such policy or policies. Subject to the rights of the holder of the Prior Mortgage, Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender copies of all receipts of paid premiums and renewal notices. In the event of loss or damage to the Property or any part thereof, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower, and may compromise any claim, appear in any action and collect any insurance proceeds.

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 thirty (30) days after the mailing of 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 sums secured by the Security Instrument, whether or not then due. If Borrower directly receives any insurance proceeds under the policy or policies that are made payable to Borrower, Borrower shall promptly pay such amounts to Lender by endorsing to Lender any payment check or draft from the insurance carrier. Subject to applicable law, Borrower hereby appoints Lender as its attorney-in-fact to endorse any checks or other payment instruments for insurance proceeds that Lender receives under any policy(ies) of insurance required hereunder, which are made payable to Borrower and delivered to Lender. The foregoing appointment of Lender as attorney-in-fact for Borrower is coupled with an interest and irrevocable. The rights conferred on Lender under this third paragraph of Paragraph 6 relative to the insurance coverage required hereunder and the application of any insurance proceeds, shall be subject to the rights of the holder of the Prior Mortgage.

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 1 and 2 of this Security Instrument, or change the amount of the payments. If, pursuant to Paragraph 16 hereof, the Property is acquired by Lender, Borrower's right to any insurance proceeds resulting from loss of, or damage to, the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower fails to maintain the insurance coverage required under this Paragraph 6, Lender may, but is not obligated, to obtain such coverage to protect its rights in the Property in accordance with Paragraph 7. The cost to purchase such coverage, including the amount of any fee, charge or commission paid to Lender by the insurer, shall be added to the amount of the indebtedness secured by this Security Instrument up to the amount of the Credit Limit and may exceed the costs the Borrower would have incurred to obtain coverage.

Borrower shall notify Lender promptly upon the occurrence of a fire or other casualty causing damage to the Property.

7. Protection of Lender's Security Interest in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may materially and adversely affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include, but are not limited to, paying any sums secured by a lien which has priority over this Security Instrument, including the sums secured by the Prior Mortgage; procuring insurance; appearing in court; paying reasonable attorneys' fees; and entering on the Property to make repairs or abate nuisances. Although Lender has the right to take the foregoing actions pursuant to this Paragraph 7, Lender shall not be obligated to do so, and may also enforce the remedies provided for in this Security Instrument, and otherwise available to Lender at law or in equity. No such discretionary action taken by Lender shall constitute a curing or waiver of Borrower's failure to perform the covenants and agreements contained in this Security Instrument. In undertaking any such actions, Lender shall have no duty of any kind whatsoever to Borrower, other than to comply with the express requirements of applicable law.

Any costs and expenses incurred by Lender pursuant to this Paragraph 7 or in furtherance of any other of Lender's rights under this Security Instrument or the Agreement, at Lender's option, may be added to the outstanding principal amount under the Line of Credit and such aggregate principal amount shall be secured by this Security Instrument up to the amount of the Credit Limit. Unless Borrower and Lender agree to other terms of payment, such costs and expenses shall bear interest from the date incurred by Lender at the rate stated in the Agreement, and in effect from time to time, and shall be payable, with interest, immediately following written demand from Lender to Borrower requesting payment thereof.

8. Inspection. Lender or its agent may enter upon and inspect the Property at reasonable times, provided that, if reasonable under the circumstances, Lender shall seek to notify Borrower prior to such inspections, specifying reasonable grounds therefor, related to Lender's interest in the Property.

9. Condemnation. Subject to the rights of the holder of the Prior Mortgage, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by a fraction the numerator of which is the total amount of the sums secured immediately before the taking, and the denominator of which is the fair market value of the Property immediately before the taking. Any proceeds remaining shall be 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 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 hereby secured, whether or not the sums are then due.

Unless Lender and Borrower otherwise agree in writing, the proceeds of any award or claim for damages, shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security would not be lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the 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 directly receives any monies that are made payable to Borrower, Borrower shall promptly pay such amounts to Lender by endorsing to Lender any payment check or draft that it receives for the condemnation. The rights conferred on Lender hereunder and the application of the condemnation award or damages, shall be subject to the rights of the holder of the Prior Mortgage.

11. Remedies Cumulative. All remedies provided in this Security Instrument and the Agreement or granted to Lender at law or in equity, may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. The preceding sentence shall not be construed as Lender's approval to sell or transfer the Property, it being understood that upon the sale or transfer of the Property, Lender may require the full and immediate repayment of the indebtedness and all other sums secured by this Security Instrument. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (i) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (ii) is not personally obligated to pay the sums secured by this Security Instrument; and (iii) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.

13. 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 Borrower at the Property Address or at any other address Borrower designates by written notice to Lender. Any notice to Lender shall be given by first class mail directed to Lender at the address set forth above or to any other address that Lender designates by written 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 Paragraph.

14. Transfer or Encumbrance of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold, conveyed, leased, encumbered, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, and with notice to Borrower, require immediate payment in full of all sums secured by this Security 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 written notice of acceleration. The notice shall provide a period of not less than fifteen (15) 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 the required sums prior to the expiration of such period, then Lender may invoke any remedies permitted by this Security Instrument without further notice to, or demand on, Borrower.

15. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security under this Security Instrument, Borrower hereby assigns to Lender the rents of the Property, provided that, prior to acceleration pursuant to Paragraph 16 hereof or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable. Upon acceleration under Paragraph 16 or abandonment of the Property, Lender, in person, by agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property, and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, trustee's fees and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

16. Events of Default; Acceleration; Remedies. The occurrence of any one or more of the following events shall, at the election of Lender, constitute an "Event of Default," and shall entitle Lender to terminate the Line of Credit and accelerate the indebtedness secured hereby:

(a) If Borrower shall commit fraud or make a material misrepresentation in connection with the Line of Credit;

(b) If Borrower shall fail to meet the repayment terms set forth in the Agreement;

(c) If Borrower shall act or fail to act in any way that adversely affects the Property or Lender's security interest or any other right that Lender shall have in the Property, including, but not limited to, Borrower's actions or omissions that constitute "Events of Default" under the Agreement, and Borrower's failure to perform any material covenants or agreements contained in this Security Instrument.

Upon the occurrence of an Event of Default, Lender shall give notice to Borrower prior to acceleration specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which the default must be cured; and (d)

that Borrower's 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. The notice shall further inform Borrower of the right to reinstate the Line of Credit after acceleration by Lender, and 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. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument, without further 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 provided in this Paragraph 16, including, but not limited to, reasonable attorneys' fees, Trustee's fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail or cause the trustee to mail a notice of sale to Borower in the manner prescribed by applicable law. The Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. The Trustee, without demand on Borrower, 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 as Trustee may determine. The Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled 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 prima facie evidence of the truth of the statements made therein. The Trustee shall apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, Trustee's fees of five percent (5%) of the gross sale price (or such lesser maximum percentage as permitted by applicable law), the balance of all prior liens as of the date of the sale, and reasonable attorneys' fees and costs of title evidence; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to the earlier of: (i) days (or such other period of time that applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (ii) entry of a judgment enforcing this Security Instrument if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Agreement had no acceleration occurred; (b) Borrower cures all violations of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, trustee's fees (notwithstanding that the Property was not sold after advertisement for sale) and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property, and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply, however, in the case of acceleration pursuant to Paragraph 14.

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

19. Loan Charges. If the Line of Credit secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other charges collected, or to be collected, in connection with the Line of Credit exceeds the permitted limits, then: (i) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Borrower which exceeded permitted limits shall be refunded to Borrower. Lender shall refund such excess either by reducing the principal owed under the Agreement or by making a direct payment to the Borrower. If Lender applies the excess toward reducing the principal, such reduction shall be treated as a partial prepayment without a prepayment charge as may be authorized under the Agreement.

20. Release. Upon payment of all sums secured by this Security Instrument, termination of all obligations to make advances and upon demand by Borrower, Lender or Trustee shall release this Security Instrument. Borrower shall pay any recordation costs, reconveyance fees and statutory Trustee's fees, as permitted by applicable law.

21. Substitute Trustee. Lender, at its option, may from time to time remove any Trustee and appoint a successor trustee by an instrument recorded in the land records of the city or county in which this Security Instrument is recorded. Without operating to convey the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon Trustee herein and by applicable law.

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

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

As used in this Paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

23. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of 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 premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance payments. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain insurance in effect, or to provide a loss reserve, unless and until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

24. Sale of Note; Change of Loan Servicer. The Agreement or a partial interest in the Agreement (together with this Security Instrument) may be sold one or more time without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

25. Obligation to Advance. Lender's obligation to advance funds to Borrower upon and subject to the terms stated in the Agreement after receipt of a Credit Line Check or other request for an advance made in accordance with the Agreement shall be obligatory.

26. Borrower's Waivers. To the extent permitted by applicable law, Borrower waives and releases:

(a) unless expressly provided for in the Agreement or this Security Instrument, all notices of Borrower's default or of Lender's election to exercise, or Lender's actual exercise of any right or remedy under the Note or this Security Instrument.

(b) all benefit that might accrue to Borrower by virtue of any present or future law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment.

27. Lender's Rights. Lender shall be deemed to have the full benefit o. all rights, remedies, and actions authorized under current and future federal and state laws which are generally and specifically available to lenders making or collecting loans of money, or offering credit, secured in either event by residential real estate, although such rights and remedies may not be expressly herein stated or conferred on Lender. Nothing herein stated shall be deemed to limit or prevent Lender from asserting such rights, remedies or actions in connection with the enforcement of Borrower's obligations under, or Lender's administration of, the Agreement and/or this Security Instrument.

28. Request for Notice of Default and Foreclosure Under Prior Mortgage. Borrower and Lender hereby request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument, to give notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the Mortgage or other superior encumbrance and of any sale or other foreclosure action.

29. 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.
(Check applicable box):

☐ Rider attached, dated

☒ No Rider(s) attached to this Security Instrument.

MICHAEL D WILKINSON (Seal) -Borrower

FELICIA R WILKINSON (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

STATE OF WASHINGTON, Clark County ss:

On this 10th day of January, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael D. Wilkinson and Felicia R. Wilkinson

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the said instrument as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal affixed the day and year in this certificate above written.

My Commission expires: 7-15-2001

TIFFANY L LUKE NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JULY 15, 2001

Notary Public in and for the State of Washington residing at: 705 W. 39th St.

WA

(02-13-97) JC-23150-49