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FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE
MAY 13 12 05 PM '98
O. Lowry
AUDITOR
GARY M. OLSON

AFTER RECORDING MAIL TO:

Name: Washington Federal Savings
Address: 13411 SE Mill Plain Blvd., STE A-1
City / State: Vancouver, WA 98684

First American Title Insurance Company

(this space for title company use only)

Document Title(s): (or transactions contained therein)
1. Addendum To Uniform Deed of Trust
2.
3.
4.

Reference Number(s) of Documents assigned or released:
March 30, 1998, Auditor File No. 131069
BK 175, Pg 241
☐ Additional numbers on page _______ of document

Grantor(s): (Last name first, then first name and initials)
1. Ulrich, John M.
2. Ulrich, Cynthia L.
3.
4.
5. ☐ Additional names on page _______ of document

Grantee(s): (Last name first, then first name and initials)
1. Washington Federal Savings
2.
3.
4.
5. ☐ Additional names on page _______ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

SW¼ S5, T1N, R5E

☐ Complete legal description is on page 3 of document

Assessor's Property Tax Parcel / Account Number(s): 01-05-05-0-0-0602-00

NOTE: *The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.*

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ADDENDUM TO UNIFORM DEED OF TRUST

Date: March 30th, 1998

Addendum attached to and forming part of the Deed of Trust ("Security Instrument") of even date by and between

JOHN M ULRICH AND CYNTHIA L ULRICH AS HUSBAND AND WIFE
as Grantor/Borrower; SKAMANIA COUNTY TITLE COMPANY
as Trustee; and WASHINGTON FEDERAL SAVINGS as Beneficiary/Lender.

1. OCCUPANCY OF THE PROPERTY BY BORROWER.
There are two alternative covenants stated below which refer to occupancy of the Property by the Borrower, and only one alternative shall be a part of this Addendum. Lender has determined which alternative is a covenant of the Borrower by checking below the appropriate box opposite the paragraph immediately preceding the paragraph Lender has determined to be applicable to Borrower, and Borrower has agreed to this chosen alternative by executing this Addendum to the Security Instrument and pursuant to the terms of Lender's loan commitment.

[X] **Occupancy of Property by Borrower Required.** Uniform Covenant 6 of the Security Instrument is amended by deleting the first sentence and adding the following language:

"Borrower shall occupy, establish and use the Property as Borrower's principal residence within sixty (60) 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 and in its sole discretion; provided, however, that if the loan evidenced by the Security Instrument is a 'custom' construction loan as defined by a Construction Loan Agreement between Lender and Borrower, then Borrower shall begin to occupy, establish and use the Property as Borrower's principal residence within sixty (60) days after receipt of Certificate of Occupancy, or similar official document, from the applicable governmental authority, unless Lender in its discretion agrees in writing to waive any governmental requirement. Borrower acknowledges that Uniform Covenant 6, as here amended, is required by Lender in consideration of Lender extending Borrower an 'Occupancy Note Rate' which is less than the prevailing 'Non-Occupancy Note Rate'. If Borrower shall default on the terms of occupancy as stated above, Lender may elect, at its option and notwithstanding any other terms of the Security Instrument to the contrary, any of the following remedies: (a) Lender may accelerate the terms of the Note and, upon fifteen (15) days notice, call the loan immediately due and payable in full, and if Borrower fails to make payment in full, Lender may thereafter exercise any remedy permitted by the Security Instrument, including suit on the Note or foreclosure upon the Security Interest and the Property; or (b) Lender may adjust the interest rate on the Note (and any monthly payment occasioned by such adjustment) to Lender's 'Non-Occupancy Note Rate' which existed as of the date of the Note and Security Instrument and require further consideration for not calling the loan immediately due and payable, including but not limited to (i) having Borrower convey to Lender a Fannie Mae Multistate 1-4 Family Rider (Assignment of Rents) and (ii) having Borrower pay any amount of principal on the loan necessary (if at all) to make the loan conform to whatever loan-to-value ratio conditions Lender would have required of a 'Non-Owner-Occupied Loan' on the Property as of the date of the Note and Security Instrument."

[ ] **Occupancy of Property By Borrower Waived.** Uniform Covenant 6 of the Security Instrument is amended by deleting the first sentence.

2. ADDITIONAL SPECIAL COVENANTS.

A. **Lender's Right of Acceleration and Judicial Foreclosure.**
Uniform Covenant 18 and Non-Uniform Covenant 21 of the Security Instrument are amended by the addition of the following language, which shall modify the terms of Uniform Covenant 18 and Non-Uniform Covenant 21 to the extent set forth immediately below:

"Borrower acknowledges that the terms and conditions of Uniform Covenant 18 and Non-Uniform Covenant 21 are intended to avail Borrower of certain notice and reinstatement rights if Lender elects non-judicial foreclosure under its power of sale in the event of default, and that Borrower has a statutory right of redemption protecting Borrower in the event of judicial foreclosure. Therefore, notwithstanding any provision of Uniform Covenant 18 and Non-Uniform Covenant 21 of this Security Instrument, if Lender, at its own option, elects to accelerate the Security Instrument by commencement of judicial foreclosure for any default or breach by Borrower, the Borrower shall not have the right of reinstatement or entitlement to certain notices as provided for in Uniform Covenant 18 and Non-Uniform Covenant 21."

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B. **Reconveyance After Payment of Loan in Full.** Non-Uniform Covenant 22 of the Security Instrument is revised to read as follows:

"22. **Release or Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release or reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release or reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and reasonable trustee's fee for release or reconveyance."

C. **Mandatory Flood Insurance for Property In Special Flood Hazard Areas.** Uniform Covenants 2 and 5 are modified so as to add the following language which affects both covenants:

"If the Property is now or shall ever during this loan be determined by the Federal Emergency Management Agency (FEMA), or its successor agency, to be within a Special Flood Hazard Area (SFHA), then to the extent flood insurance is available for the Property, Lender will require, upon notice to Lender of such determination, that adequate flood insurance be maintained for the improvements of the Property at Borrower's expense, and Lender shall be entitled to collect, as part of the Funds defined under Covenant 2, and to the extent authorized by federal law and regulation, "Escrow Items" (reserves) for flood insurance premiums; and if Borrower does not voluntarily pay for the flood insurance as part of said Funds, Lender shall be entitled to obtain "forced place" flood insurance coverage for the Property improvements and, in so doing, either capitalize the cost of such coverage to the principal balance of the loan or apply the payment as a "negative reserve", whereupon Borrower shall be deemed to be in default of this Security Instrument.

D. **"Custom" Construction Loans.** If this Security Instrument secures permanent financing to construct or remodel a residential dwelling on the Property (""custom" construction loan"), then the Construction Loan Agreement & Assignment of Account signed by Borrower along with this Security Instrument and Addendum shall be incorporated by reference in and be a part of this Security Instrument, and any default or breach by Borrower of the Construction Loan Agreement & Assignment of Account shall constitute a default or breach of this Security Instrument, thereby entitling Lender to any and all remedies allowed by the Security Instrument and applicable law for such default or breach. If this is a "custom" construction loan, the debt secured by this Security Instrument shall include any additional advance hereinafter made which is not evidenced by the Note and the statement of principal amount at page 1 of the Security Instrument; provided, **however**, that no additional advance shall be made to Borrower or secured by this Security Instrument unless the same is approved by Lender incident to a separate loan commitment made at Lender's sole discretion after satisfactory application which provides, in part, a showing of circumstances which were unforeseen or incapable of being foreseen on or prior to the origination of the initial loan amount. Such additional advance shall be evidenced by an Additional Advance Note and Consolidation Agreement and Notice of Advance to be recorded, together with title insurance coverage insuring the first lien position of Lender as to the combined amount of the Note and Additional Advance Note.

E. **Assignment of the Loan.** If Lender transfers its interest in or a right to receive loan payments under the Note secured by the Security Instrument, this Addendum, or any part of it, may be cancelled at the option of Lender and without advance notice to Borrower, and Lender may make and record any instrument, without signature of Borrower, which may be necessary to give record notice of such cancellation.

John M. Ulrich
JOHN M ULRICH

Cynthia L. Ulrich
CYNTHIA L ULRICH

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EXHIBIT "A"

Parcel I

PARCEL A

The Westerly 44 Feet of the following.

A portion of the West half of the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the West line of said West half of the Southwest Quarter, North 00 degrees 46' 52", East 1164.82 feet from the Southwest Corner thereof; thence South 89 degrees 13' 08", East 660.00 feet; thence North 00 degrees 46' 08", East parallel with the West line of said West Half of the Southwest Quarter, 224.79 feet; thence South 89 degrees 13' 08", East 299.98 feet, to the true point of beginning; thence South 89 degrees 13' 08", East 354.00 feet to the East line of said West Half of the Southwest Quarter; thence North 00 degrees 41' 31", East along said East line 1231.61 feet to the Northeast Corner of said West half of the Southwest Quarter; thence North 89 degrees 18' 09", West along the North line of said West Half of the Southwest Quarter 354.00 feet; thence South 00 degrees 41' 31", West parallel with the East line of said West Half of the Southwest Quarter 1231.09 feet to the True Point of Beginning.

PARCEL B

A portion of the West Half of the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point ont he West line of said West Half of the Southwest Quarter North 00 degrees 46' 52" East 1164.82 feet from the Southwest Corner thereof; thence South 89 degrees 13' 08", East 660.00 feet; thence North 00 degrees 46' 52" East parallel with the West line of said West Half of the Southwest Quarter 244.79 feet to the true point of beginning; thence South 89 degrees 13' 08", East 299.98 feet; thence North 00 degrees 41' 31, East parallel with the East line of said West Half of the Southwest Quarter 1231.09 feet to the North line of said West Half of the Southwest Quarter; thence North 89 degrees 18' 09" West along said North line 408.50 feet; thence South 04 degrees 20' 50" East 1235.44 feet to the True Point of Beginning.

continued