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DEED OF TRUST

NOTICE: THE ADJUSTABLE RATE NOTE SECURED BY THIS DEED OF TRUST CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENT AMOUNT. THE ADJUSTABLE RATE NOTE ALSO LIMITS THE AMOUNT THAT THE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM INTEREST RATE THAT THE BORROWER MUST PAY.

THIS DEED OF TRUST ("Security Instrument") is made on OCTOBER 28, 1998

The grantor is
PAUL E. ANDERSON JR. AND BONNIE L. ANDERSON, HUSBAND
AND WIFE

("Borrower")

(“Leader”)

SKAMANIA

County Washington:

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which has the address of 1401 METZGER ROAD, CARSON, WA 98610
(Property Address).

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property in addition to all Lender required and voluntary policies and proceeds of insurance on the Property as described in paragraph 5 below. All replacements and additions shall also be covered by this Security Instrument. AB of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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.

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COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** 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 attach prior to the Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 4, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds 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. §1601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lower 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally or jointly (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. 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 purposes 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 account to Borrower 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 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 21, Lender shall acquire or sell the Property, Lender, 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 paragraphs 1 and 2 shall be applied in the following order: first, to interest due; second, to principal due; third, to amounts payable under paragraph 2; fourth, to prepayment charges due under the Note; and fifth, to any late charges due under the Note.

4. **Charges; Lien.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenant to make payments when due. Any default by Borrower under any such mortgage, deed of trust or other security agreement shall be a default under this Security Instrument and the Note. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach in priority over this Security Instrument, and household 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 assessments to be paid under this paragraph 4. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

5. **Maintain 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. **THIS INSURANCE MAY BE OBTAINED THROUGH A RESPONSIBLE INSURER OF BORROWER'S CHOICE SUBJECT TO LENDER'S APPROVAL WHICH SHALL NOT BE UNREASONABLY WITHHELD.** If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and receipts shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and receipts. If Lender requires, Borrower shall promptly give to Lender all receipts of premium payments and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, any insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and

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then, at Lender's option, in such order and proportion as it may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof (i) to the sums secured by this Security Instrument, whether or not then due; and to such components thereof as a Lender may determine in its sole and absolute discretion; and (ii) to Borrower to pay the cost and expense of necessary repairs or restoration of the Property to a condition satisfactory to Lender. 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, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums 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 1 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 immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder and (ii) be subject to the provisions of this paragraph 5.

Furthermore, in the event that Borrower shall elect to obtain any other hazard insurance not specifically required by Lender (including but not limited to earthquake and hurricane insurance) with respect to the Property, Borrower agrees to name Lender as loss payee thereunder and hereby pledges such policies and proceeds as further security under this Security Instrument, which shall be subject to the provisions of this paragraph 5.

6. Preservation, Maintenance and Protection of the Property. Borrower's Loan Application; Lender holds: Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forcible action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and release, 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's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender or Trustee with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorney's fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in court and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

Borrower shall also be in default if, during the loan application process, Borrower 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 agrees to the merger in writing.

7. Protection of Lender's Rights 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 significantly 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 paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and causing on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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 in effect from time to time and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower

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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. 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 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 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. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condormor 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 authorized 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 monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or to extend time for payment or otherwise modify amortization 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) 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; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to cancel, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a fee which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed 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.

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 Address or 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 paragraph 14.

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 Cops. Borrower shall be given one conformed copy of the Note and 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 Lender's prior written consent, Lender may, at its option, 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 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.

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under the terms of this Security Instrument not then repaid, with accrued interest at the rate then payable under the Note or notes secured thereby, and then to payment of all other sums secured thereby and, if thereafter there be any proceeds remaining, shall distribute them to the person or persons legally entitled thereto.

22. Redemption. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument, the Note and all other notes secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all foreclosing fees imposed by Lender, reconveyance fees imposed by Trustee, and all costs relating to the recording of the reconveyance of this Security Instrument.

23. Substitution of Trustee. Lender may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named in the Security Instrument or acting thereunder. Such instrument shall be executed and acknowledged by Lender and recorded in the office of the recorder of the county or counties where the Property is situated and shall be conclusive proof of the proper substitution of such successor Trustee or Trustees. Such successor Trustee or Trustees shall, without conveyance from the predecessor Trustee, succeed to all its title, estate, rights, powers and duties. The procedure herein provided for substitution of Trustees shall not be exclusive of other provisions for substitution permitted by law.

24. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

25. Statement of Obligations Fee. Lender may collect a fee in an amount not to exceed the maximum amount at any time from time to time be allowed by law for furnishing any statement of obligation, beneficiary's statement, beneficiary's demand or any other statement or demand regarding the condition of or balance owing under the Note or secured by this Security Instrument.

26. Adjustable Interest Rate. The Note contains provisions which provide for increases and decreases in the interest rate and monthly payments. These provisions are incorporated herein by this reference.

27. Offsets. No indebtedness secured by this Security Instrument shall be deemed to have been offset or to be offset or compensated by all or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower (or, subject to paragraph 17 of this Security Instrument, any successor to Borrower) now or hereafter may have or may claim to have against Lender.

28. Misrepresentation and Negligence. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures. In the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately due and payable. Trustee, upon presentation to it of an affidavit signed by Lender setting forth facts showing a default by Borrower under this paragraph 28, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

29. Time is of the Essence. Time is of the essence in the performance of each provision of this Security Instrument.

30. Waiver of Statute of Limitations. The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by law.

31. Modification. This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

32. Capitulum. The opinions and holdings at the beginning of each paragraph of this Security Instrument are for the convenience of reference only and will not be used in the interpretation of any provisions of this Security Instrument.

33. Construction of the Security Instrument. Borrower and Lender agree that this Security Instrument shall be interpreted in a fair, equal and neutral manner as to each of the parties.

34. Miscellaneous. When used in this Security Instrument, the terms "include" or "including," shall mean without limitation by reason of enumeration. In this Security Instrument, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

35. Reimbursement. To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or this Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender providing documents or services arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or this Security Instrument.

36. clerical Error. In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, this Security Instrument, or any other document or instrument executed in connection with this Security Instrument, the Note or any other notes secured by this Security Instrument contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to re-execute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error(s).

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37. Loss, Stolen, Destroyed or Mutilated Security Instruments and Other Documents. In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, this Security Instrument or any other document or instrument executed in connection with this Security Instrument, the Note or any other note secured by this Security Instrument (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed or mutilated Loan Document, and such replacement shall have the same force and effect as the lost, stolen, destroyed or mutilated Loan Document, and may be treated for all purposes as the original copy of such Loan Document.

38. Assignment of Benefits. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its right to require immediate payment in full of the sums secured by this Security Instrument and Borrower has not abandoned the Property.

39. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 31 of this Security Instrument.

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

☒ If this box is checked, the following paragraph 41 is agreed to by Borrower:

41. Owner-Occupancy of Security Property. As an inducement for Lender to make the loan secured by this Security Instrument, Borrower has represented to Lender that the Property will be occupied by Borrower within sixty (60) days following recordation of this Security Instrument and during the twenty (20) month period immediately following recordation of this Security Instrument at Borrower's primary residence. Borrower acknowledges (a) that Lender would not have agreed to make the loan evidenced by the Note or notes secured by this Security Instrument if the Property were not to be owner-occupied, and (b) that the interest rate set forth on the face of the Note and other terms of the loan were determined as a result of Borrower's representation that the Property would be owner-occupied. Borrower further acknowledges that, among other things (i) purchasers of loans (including agencies, associations and corporations created by the federal and state governments for the purchase of loans) typically require that properties securing loans acquired by such purchasers be owner-occupied, and will reject for purchase loans for which security properties are not owner-occupied; (ii) Lender's ability to sell a loan or an interest in a loan (which is often done in the ordinary course of business) will thereby be impaired where a security property is not owner-occupied; (iii) the risks involved and the costs of holding and administering a loan are often higher in the case of a loan in which the security property is not owner-occupied; and (iv) if and when Lender makes a loan on the security of non-owner-occupied property, Lender typically makes such a loan on terms different from those of loans secured by owner-occupied properties. Accordingly, in the event that (a) within sixty (60) days following recordation of this Security Instrument the Property is not occupied by Borrower at Borrower's primary residence, or (b) Borrower does not continuously live in the property for at least twelve (12) months immediately following recordation of this Security Instrument, Lender may declare all sums secured by this Security Instrument to be immediately due and payable. The rights of Lender hereunder shall be in addition to any rights of Lender under this Security Instrument or allowed by law.

42. Riders to this Security Instrument. If checked below, the riders so indicated are executed by Borrower and are attached to, constitute a part of and are recorded together with this Security Instrument, and the covenants and agreements of each such rider are incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if each such rider was a part of this Security Instrument.

[Check applicable box(es)]

☐ Planned Unit Development Rider ☐ Condominium Rider ☐ I-4 Family Rider
☒ Rider A ☐ Rider B ☐ Rider C

43. Arbitration.

(A) UPON THE DEMAND OF ANY PARTY, ANY DISPUTE SHALL BE RESOLVED BY BINDING ARBITRATION (EXCEPT AS SET FORTH IN (E) BELOW) IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. A "DISPUTE" SHALL MEAN ANY ACTION, DISPUTE, CLAIM OR CONTROVERSY OF ANY KIND, WHETHER IN CONTRACT OR TORT, STATUTORY OR COMMON LAW, LEGAL OR EQUITABLE, NOW EXISTING OR HEREFTER ARISING UNDER OR IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO, ANY OF THE LOAN DOCUMENTS, OR ANY PAST, PRESENT OR FUTURE EXTENSIONS OF CREDIT AND OTHER ACTIVITIES, TRANSACTIONS OR OBLIGATIONS OF ANY KIND RELATED DIRECTLY OR INDIRECTLY TO ANY OF THE LOAN DOCUMENTS, INCLUDING WITHOUT LIMITATION, ANY OF THE FOREGOING ARISING IN CONNECTION WITH THE EXERCISE OF ANY SELF-HELP, AMENDMENT OR OTHER REMEDIES PURSUANT TO ANY OF THE LOAN DOCUMENTS. ANY PARTY MAY BY SUMMARY PROCEEDINGS BRING AN ACTION IN COURT TO COMPEL ARBITRATION OF A DISPUTE. ANY PARTY WHO FAILS OR REFUSES TO SUBMIT TO ARBITRATION FOLLOWING A LAWFUL DEMAND BY ANY OTHER PARTY SHALL BEAR ALL COSTS

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AND EXPENSES INCURRED BY SUCH OTHER PARTY IN COMPELLING ARBITRATION OF ANY DISPUTE.

(b) GOVERNING RULES. ARBITRATION PROCEEDINGS SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR SUCH OTHER ADMINISTRATOR AS THE PARTIES SHALL MUTUALLY AGREE UPON IN ACCORDANCE WITH THE AAA COMMERCIAL ARBITRATION RULES. ALL DISPUTES SUBMITTED TO ARBITRATION SHALL BE RESOLVED IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE UNITED STATES CODE), NOTWITHSTANDING ANY CONFLICTING CHOICE OF LAW PROVISION IN ANY OF THE LOAN DOCUMENTS. THE ARBITRATION SHALL BE CONDUCTED AT A LOCATION IN WASHINGTON SELECTED BY THE AAA OR OTHER ADMINISTRATOR IF THERE IS ANY INCONSISTENCY BETWEEN THE TERMS HEREOF AND ANY SUCH RULES. THE TERMS AND PROCEDURES SET FORTH HEREIN SHALL CONTROL ALL STATUTES OF LIMITATION APPLICABLE TO ANY DISPUTE SHALL APPLY TO ANY ARBITRATION PROCEEDING. ALL DISCOVERY ACTIVITIES SHALL BE EXPRESSLY LIMITED TO MATTERS DIRECTLY RELEVANT TO THE DISPUTE BEING ARBITRATED. JUDGMENT UPON ANY AWARD RENDERED IN AN ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION, PROVIDED HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL BE DEEMED TO BE A WAIVER BY ANY PARTY THAT IS A BANK OF THE PROTECTIONS AFFORDED TO IT UNDER 12 U.S.C. § 91 OR ANY SIMILAR APPLICABLE STATE LAW.

(c) NO WAIVER. PROVISIONAL REMEDIES, SELF-HELP AND FORECLOSURE. NO PROVISION HEREOF SHALL LIMIT THE RIGHT OF ANY PARTY TO EXERCISE SELF-HELP REMEDIES SUCH AS STOPP, FORECLOSURE AGAINST OR SALE OF ANY REAL OR PERSONAL PROPERTY, COLLATERAL OR SECURITY, OR TO OBTAIN PROVISIONAL OR ANCILLARY REMEDIES, INCLUDING WITHOUT LIMITATION, INJUNCTIVE RELIEF, SEQUESTRATION, ATTACHMENT, GARNISHMENT OR THE APPOINTMENT OF A RECEIVER, FROM A COURT OF COMPETENT JURISDICTION BEFORE, AFTER OR DURING THE PENDENCY OF ANY ARBITRATION OR OTHER PROCEEDING. THE EXERCISE OF ANY SUCH REMEDY SHALL NOT WAIVE THE RIGHT OF ANY PARTY TO COMPEL ARBITRATION HEREUNDER.

(d) ARBITRATOR QUALIFICATIONS AND POWERS. AWARDS. ARBITRATORS MUST BE ACTIVE MEMBERS OF THE WASHINGTON STATE BAR OR RETIRED JUDGES OF THE STATE OR FEDERAL JUDICIARY OF WASHINGTON, WITH EXPERTISE IN THE SUBSTANTIVE LAWS APPLICABLE TO THE SUBJECT MATTER OF THE DISPUTE. ARBITRATORS ARE EMPOWERED TO RESOLVE DISPUTES BY SUMMARY RULINGS IN RESPONSE TO MOTIONS FILED PRIOR TO THE FINAL ARBITRATION HEARING. ARBITRATORS (i) SHALL RESOLVE ALL DISPUTES IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF THE STATE OF WASHINGTON; (ii) MAY GRANT ANY REMEDY OR RELIEF THAT A COURT OF THE STATE OF WASHINGTON COULD ORDER OR GRANT WITHIN THE SCOPE HEREOF AND SUCH ANCILLARY RELIEF AS IS NECESSARY TO MAKE EFFECTIVE ANY AWARD; AND (iii) SHALL HAVE THE POWER TO AWARD RECOVERY OF ALL COSTS AND FEES, TO IMPOSE SANCTIONS AND TO TAKE SUCH OTHER ACTIONS AS THEY DEEM NECESSARY TO THE SAME EXTENT A JUDGE COULD PURSUANT TO THE FEDERAL RULES OF CIVIL PROCEDURE, THE WASHINGTON RULES OF CIVIL PROCEDURE OR OTHER APPLICABLE LAW. ANY DISPUTE IN WHICH THE AMOUNT IN CONTROVERSY IS \$5,000,000 OR LESS SHALL BE DECIDED BY A SINGLE ARBITRATOR WHO SHALL NOT RENDER AN AWARD OF GREATER THAN \$5,000,000 (INCLUDING DAMAGES, COSTS, FEES AND EXPENSES). BY SUBMISSION TO A SINGLE ARBITRATOR, EACH PARTY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO RECOVER MORE THAN \$5,000,000. ANY DISPUTE IN WHICH THE AMOUNT IN CONTROVERSY EXCEEDS \$5,000,000 SHALL BE DECIDED BY A MAJORITY VOTE OF A PANEL OF THREE ARBITRATORS, PROVIDED HOWEVER, THAT ALL THREE ARBITRATORS MUST ACTIVELY PARTICIPATE IN ALL HEARINGS AND DELIBERATIONS.

(e) JUDICIAL REVIEW. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN ANY ARBITRATION IN WHICH THE AMOUNT IN CONTROVERSY EXCEEDS \$5,000,000, THE ARBITRATORS SHALL BE REQUIRED TO MAKE SPECIFIC, WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW. IN SUCH ARBITRATIONS (i) THE ARBITRATORS SHALL NOT HAVE THE POWER TO MAKE ANY AWARD WHICH IS NOT SUPPORTED BY SUBSTANTIAL EVIDENCE OR WHICH IS BASED ON LEGAL ERROR; (ii) AN AWARD SHALL NOT BE BINDING UPON THE PARTIES UNLESS THE FINDINGS OF FACT ARE SUPPORTED BY SUBSTANTIAL EVIDENCE AND THE CONCLUSIONS OF LAW ARE NOT ERRONEOUS UNDER THE SUBSTANTIVE LAW OF THE STATE OF WASHINGTON; AND (iii) THE PARTIES SHALL HAVE IN ADDITION TO THE GROUNDS REFERRED TO IN THE FEDERAL ARBITRATION ACT FOR VACATING, MODIFYING OR CORRECTING AN AWARD THE RIGHT TO JUDICIAL REVIEW OF (i) WHETHER THE FINDINGS OF FACT RENDERED BY THE ARBITRATORS ARE SUPPORTED BY SUBSTANTIAL EVIDENCE, AND (ii) WHETHER THE CONCLUSIONS OF LAW ARE ERRONEOUS UNDER THE SUBSTANTIVE LAW OF THE STATE OF WASHINGTON. JUDGMENT CONFIRMING AN AWARD IN SUCH A PROCEEDING MAY BE ENTERED ONLY IF A COURT DETERMINES THE AWARD IS SUPPORTED BY SUBSTANTIAL EVIDENCE AND NOT BASED ON LEGAL ERROR UNDER THE SUBSTANTIVE LAW OF THE STATE OF WASHINGTON.

(f) MISCELLANEOUS. TO THE MAXIMUM EXTENT PRACTICABLE, THE AAA, THE ARBITRATORS AND THE PARTIES SHALL TAKE ALL ACTION REQUIRED TO CONCLUDE ANY ARBITRATION PROCEEDING MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS THEREOF, EXCEPT FOR DISCLOSURES OF INFORMATION BY A PARTY REQUIRED IN THE ORDINARY COURSE

WASHINGTON

AAA

Recover Initials

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OF ITS BUSINESS, BY APPLICABLE LAW OR REGULATION, OR TO THE EXTENT NECESSARY TO EXERCISE ANY JUDICIAL REVIEW RIGHTS SET FORTH HEREIN IF MORE THAN ONE AGREEMENT FOR ARBITRATION BY OR IN BETWEEN THE PARTIES POTENTIALLY APPLIES TO A DISPUTE, THE ARBITRATION PROVISION MOST DIRECTLY RELATES TO THE LOAN DOCUMENTS OR THE SUBJECT MATTER OF THE DISPUTE SHALL CONTROL. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION, AMENDMENT OR EXPIRATION OF ANY OF THE LOAN DOCUMENTS OR ANY RELATIONSHIP BETWEEN THE PARTIES.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

Paul E. Anderson Jr (SEAL)
PAUL E. ANDERSON JR Borrower

Bonnie L. Anderson (SEAL)
BONNIE L. ANDERSON Borrower

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

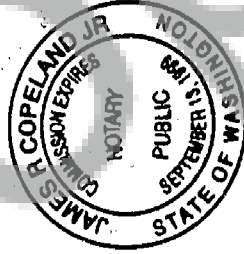
(Please Print Full Name For Address-Optional)

STATE OF WASHINGTON
COUNTY OF Skagit

On this day personally appeared before me Paul E. Anderson, Jr
and Bonnie L. Anderson

to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of October, 19 91



Signature: James R. Copeland Jr

Name (Print): James R. Copeland Jr

NOTARY PUBLIC in and for the State
of Washington, residing at Stevenson
My appointment expires: 9-17-91

ADJB

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Borrower Initials PEA Page 9 of 9



LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SAID SECTION 20, THENCE EAST 39 RODS TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED PROPERTY; THENCE WEST 290 FEET; THENCE SOUTH 155 FEET; THENCE EAST 290 FEET; THENCE NORTH 155 FEET TO THE INITIAL POINT.

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

AMERSCO Residential
Mortgage Corporation
16800 Aston Street
Irvine, CA 92606
Attn: Collateral Management

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(Space above this line for Payment(s) used)

RIDER A

DATE: OCTOBER 28, 1998

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into that certain Deed of Trust of even date herewith (the "Security Instruments") executed by Borrower, as greater, in favor of

AMERSCO RESIDENTIAL MORTGAGE CORPORATION, a Delaware Corporation ("Lender"), as beneficiary, and also into that certain promissory note (the "Note") of even date herewith executed by Borrower in favor of Lender. To the extent that the provisions of this Rider A are inconsistent with the provisions of the Security Instruments and/or the Note, the provisions of this Rider A shall prevail over and shall supersede any such inconsistent provisions of the Security Instruments and/or the Note.

Section 5 of the Note is amended to read in its entirety as follows:

5. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of principal at any time before they are due, together with accrued interest. When I make a prepayment, I will tell the Note Holder in writing that I am doing so. If I make a partial prepayment, there will be no charges in the due date or in the amount of my monthly payments unless the Note Holder agrees in writing to those changes. If within 120 (2) days from the date of execution of the Security Instruments (as defined below) I make a full prepayment or partial prepayment(s), I will at the same time pay to the Note Holder a prepayment charge. An amount not exceeding twenty percent (20%) of the original principal amount may be prepaid in any twelve-month period without penalty. A prepayment charge will be imposed on any amount prepaid in any twelve-month period in excess of twenty percent (20%) of the original principal amount of the loan which charge shall not exceed an amount equal to the payment of six months' advance interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount. The prepayment charge shall be payable regardless of whether the prepayment is voluntary or whether it is involuntarily caused by a default of the terms of this Note and the underlying Security Instruments securing this Note.

IN WITNESS WHEREOF, the Borrower has executed this Rider A on the 28th day of OCTOBER, 1998

Paul E. Anderson Jr.
Borrower PAUL E. ANDERSON JR.

B. L. Anderson
Borrower BOBBIE L. ANDERSON

Borrower

Borrower

Borrower

Borrower

(Space below this line for Acknowledgments)

AEDC
WASHINGTON

LOAN ID: 0011030285
WAX00007 (Rev. 7/94)

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LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SAID SECTION 20, THENCE EAST 39 RODS TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED PROPERTY; THENCE WEST 290 FEET; THENCE SOUTH 155 FEET; THENCE EAST 290 FEET; THENCE NORTH 155 FEET TO THE INITIAL POINT.