

136174

BOOK 192 PAGE 826

FILED  
SKAMANIA CO. TITLE

SEP 1 11 31 AM '99  
GARY H. OLSON

Return To:  
SOURCE ONE MORTGAGE SERVICES  
12 CENTURY HILL DR  
LATHAM, NY 12110

Assessor's Parcel or Account Number: 02-05-15-1-0-0204-00

Abbreviated Legal Description: LOT 18 WHISPERING HILLS RIVER ESTATES

[Include lot, block and plat or section, township and range]

Full legal description located on page 2

008-817901

[Space Above This Line For Recording Data]

SCR 22778

## DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 24, 1999  
CHRIS BAUMANN AND MICHELLE BAUMANN, HUSBAND AND WIFE

The grantor is

("Borrower"). The trustee is SKAMANIA COUNTY TITLE

("Trustee"). The beneficiary is  
CENTRAL PACIFIC MORTGAGE COMPANY, A CALIFORNIA  
which is organized and existing under the laws of THE STATE OF CALIFORNIA  
address is 950 IRON POINT ROAD, SUITE 200  
FOLSOM, CA 95630

("Lender"). Borrower owes Lender the principal  
sum of ONE HUNDRED NINETY THOUSAND EIGHT HUNDRED AND 00/100  
Dollars (U.S. \$ 190800.00 ).

WASHINGTON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3048 9/90

Amended 12/93

Page 1 of 8

Initials: CB CB

8817901

VMP MORTGAGE FORMS - (800)521-7291

201132957





This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **DECEMBER 01, 2029**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **SKAMANIA** County, Washington:

**LOT 18, WHISPERING HILLS RIVER ESTATES, ACCORDING TO THE RECORDED PLAT, RECORDED IN BOOK "A" OF PLATS, PAGE 130, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.**

which has the address of **LOT 18 WHISPERING HILLS RIVER ESTATES, WASHOUGAL** (Street, City), Washington **98671** (Zip Code) ("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. All replacements and additions shall also be covered by this Security Instrument. All 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.

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

**UNIFORM 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 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; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, 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. 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan



Bank. Lender shall apply the Funds to pay the Escrow 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 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 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, 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 paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the 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, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower 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 renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and



Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay 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.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. 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 forfeiture 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 reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have 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 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 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



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 law 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 exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**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.

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

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times 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 Note 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 14 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.



**20. 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, nor 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 to normal residential uses and to 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 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, 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 Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by applicable law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

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

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

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

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



25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
[Check applicable box(es)]

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider   | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider                                | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider  | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> VA Rider                | <input checked="" type="checkbox"/> Other(s) (specify) RIDER TO DEED OF TRUST/MORTGAGE |   |

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.  
Witnesses:

_____	<i>Chris Baumann</i> (Seal) -Borrower
_____	<i>Michelle Baumann</i> (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

STATE OF WASHINGTON  
County of *Snohomish*

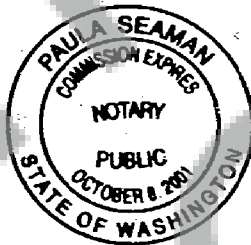
On this day personally appeared before me

*Chris Baumann & Michelle Baumann* ss: *Chris Baumann atty in fact for Michelle Baumann*

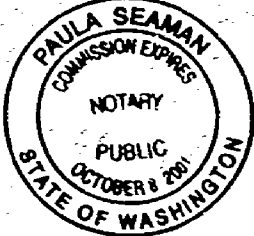
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that *they* signed the same as *thru* free and voluntary act and deed, for the uses and purposes therein mentioned.  
GIVEN under my hand and official seal this

24<sup>th</sup> day of Aug. 1999  
*Paula Seaman*

Notary Public in and for the State of Washington, residing at  
*Stevenson*  
My Appointment Expires on  
10.8.2001



STATE OF WASHINGTON, } ss. ACKNOWLEDGMENT - Attorney In Fact  
 County of Snohomish  
 On this 24<sup>th</sup> day of Aug., 19 99, before me personally  
 appeared Chris Baumann to me known to be the individual who executed the  
 foregoing instrument as Attorney in Fact for Michelle Baumann  
 and acknowledged that (he/she) signed the same as (his/her) free and voluntary act and deed as Attorney in Fact for said principal  
 for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this  
 instrument has not been revoked and that said principal is now living and is not insane.  
 GIVEN under my hand and official seal the day and year last above written.



Paula Seaman  
 Notary Public in and for the State of Washington,  
 residing at Sevenson  
 My appointment expires 10-8-2001

STATE OF WASHINGTON, } ss. ACKNOWLEDGMENT - Self & Attorney in Fact  
 County of \_\_\_\_\_  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me personally appeared  
 \_\_\_\_\_ to me known to be the individual described in and who  
 executed the foregoing instrument for \_\_\_\_\_ self and as Attorney in Fact for \_\_\_\_\_  
 and acknowledged that \_\_\_\_\_ signed and sealed the same as  
 \_\_\_\_\_ free and voluntary act and deed for \_\_\_\_\_ self and also as \_\_\_\_\_ free and voluntary act and deed  
 as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney  
 authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.  
 GIVEN under my hand and official seal the day and year last above written.

\_\_\_\_\_  
 Notary Public in and for the State of Washington,  
 residing at \_\_\_\_\_  
 My appointment expires \_\_\_\_\_

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_ dated \_\_\_\_\_



## RIDER TO DEED OF TRUST/MORTGAGE

This RIDER is made this AUGUST 24, 1999 and is incorporated into and shall be deemed to amend and supplement the Deed of Trust/Mortgage (the "Security Instrument") and the Note of even date herewith given by the undersigned (the "Borrower") to CENTRAL PACIFIC MORTGAGE Company, (the "Lender") and covering the property described in the Security Instrument and located at: :

LOT 18 WHISPERING HILLS RIVER ESTATES  
WASHOUGAL, WA 98671

## 1. PURPOSE AND EFFECT OF RIDER

Lender requires Borrower to agree to the provisions that are contained in this Rider as a condition of the Lender making a loan to the Borrower. IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE ACCOMPANYING DEED OF TRUST/MORTGAGE (SECURITY INSTRUMENT) OR NOTE, THE PROVISIONS IN THIS RIDER WILL BE CONTROLLING, THOSE PROVISIONS IN THE DEED OF TRUST/MORTGAGE OR NOTE, WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.

2. RIDER NOT EFFECTIVE IF MORTGAGE DOCUMENTS ASSIGNED TO  
GOVERNMENTAL AGENCY

If the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the Government National Mortgage Association, or any other federal or state government agency, buys all or some of the Lender's rights under the Mortgage Documents, the promises and agreements in this Rider will no longer have any force or effect.

### 3. BORROWER'S FAILURE TO KEEP PROMISES AND AGREEMENTS

While this Rider is in effect, Section 7 of the Note and Section 21 of the Deed of Trust/Mortgage shall be modified so that the Lender shall not be obligated to send to the Borrower the notices referred to in those paragraphs.



Lender may also require immediate Payment in Full if any of the following events occur or Lender may cure any of the following and add any expenses involved, including reasonable attorneys fees, to the mortgage debt:

- a. If Borrower fails to comply with any governmental regulations;
- b. If Borrower fails to make any monthly payment of principal or of interest, any payment required to be made in Paragraph 2 of the Deed of Trust/Mortgage, any tax, water rent or assessment, or any insurance premium within 30 days of a due date;
- c. If Borrower fails to obtain, maintain, assign and deliver to Lender, policies insuring the Property for loss by fire, flood and other hazard.
- d. If Borrower, within 15 days after request by Lender, fails to reimburse Lender for insurance premiums or taxes paid by Lender, plus interest at the rate stated in the Note, on the payments made by Lender;
- e. If Borrower, within 10 days after request by Lender, fails to furnish Lender with a statement of the amount due under the Note and Deed of Trust/Mortgage and stating whether the Borrower has any defenses to the Note and the Deed of Trust/Mortgage debt or offsets to the amount owed;
- f. If Borrower refuses to allow Lender to inspect the Property;
- g. If after 60 days notice of violation, the Property is used in a way that violates legally enforceable restrictions on the use of the Property;
- h. If two fire insurance companies doing business in the State of WASHINGTON refuses to issue insurance policies protecting the Property against damage by fire or other hazards;
- i. If it is found that Borrower has given a false statement or warranty in connection with the granting of this mortgage loan;
- j. If any structure on the Property shall be removed, demolished, or substantially altered from plans and specifications submitted and approved by Lender; and
- k. If after the Completion Date, as specified in the Building Loan Agreement executed on the same date as the Deed of Trust/Mortgage, the Property becomes vacant or nonowner occupied.

#### 4. BORROWER'S OBLIGATION TO OBTAIN AND KEEP HAZARD INSURANCE ON THE PROPERTY

While this Rider is in effect, the third subparagraph of Paragraph 5 of the Deed of Trust/Mortgage is amended so that Lender shall have the choice of either using any insurance proceeds to reduce the amount that the Borrower owes to the Lender under the Note and under the Deed of Trust/Mortgage or for replacing or repairing the Property.



5. INSURANCE PREMIUMS

I will reimburse the Lender for any premiums paid by the Lender for hazard (including combination policies) or flood insurance because I have failed to do so. I also agree that the premiums paid by the Lender will be secured by the Security Instrument.

6. CONDEMNATION OF PROPERTY

The first subparagraph of Paragraph 10 of the Deed of Trust/Mortgage is amended so that the Lender shall have the full discretion to apply condemnation proceeds in payment of principal, whether or not the principal is due and payable, even if only a part of the Property is taken.

7. BORROWER'S RIGHT TO HAVE LENDER'S LAWSUIT FOR FORECLOSURE DISCONTINUED

While this Rider is in effect, Paragraph 18 of the Deed of Trust/Mortgage is amended so that Lender may continue any lawsuit for foreclosure unless Borrower pays to Lender the full amount due under the Note and Deed of Trust/Mortgage.

8. LENDER'S RIGHTS IN THE EVENT OF FORECLOSURE

While this Rider is in effect, Lender shall have the following additional rights if Lender starts a lawsuit for foreclosure of the Property:

- a. All reasonable sums paid by Lender in starting and carrying on the suit for foreclosure and sale, including reasonable attorneys fees and all costs allowed by law, plus any additional allowances permitted by the court, together with interest on all of these sums at the interest rate stated in the Note, shall be paid by Borrower or added to the principal Borrower owes Lender;
- b. If the power of sale is invoked, at the election of the Lender the Property may be sold in one parcel regardless of the actual number of parcels which may be subject to this Security Instrument; and
- c. Lender may appoint a receiver without any special notice to the Borrower, and Lender shall have this right no matter what balance is owed to Lender.

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9. RELATION TO BUILDING LOAN AGREEMENT

The Security Instrument is subject to all of the applicable terms and conditions contained in the Building Loan Agreement that Lender and Borrower signed today. The Building Loan Agreement is to be filed at the same time the Security Instrument is recorded. If Borrower fails to keep any of the promises made in the Building Loan Agreement, Lender may require that the entire balance of the debt owed to Lender be paid immediately.

The principal amount of the Note secured by this Security Instrument and Rider which Borrower promises to pay is either: (a) the amount stated in Section 1 of the Note, or if less, (b) the aggregate amount advanced by the Lender under the Building Loan Agreement signed with the Lender on this date.

The principal sum of the Note shall be advanced in installments according to the terms of the Building Loan agreement signed on this date.

10. DEFAULTS

In the case of a breach by the Borrower of the covenants or conditions of the Note or the Deed of Trust/Mortgage, the Building Loan Agreement or other documents executed herewith, Lender may, at its option, with or without entry on the property, accelerate the debt or invoke any of the rights or remedies provided for in the Deed of Trust/Mortgage or Building Loan Agreement.

11. PENALTY FOR NON-COMPLIANCE

In the event the Borrower has failed to provide the Lender all necessary permits and proof of compliance with applicable regulations, and with a Certificate of Occupancy, if required, on or before the completion date set forth in this agreement or has otherwise failed to comply with the terms of this Agreement, Borrower shall pay to Lender a late charge penalty of one (1%) percent of the outstanding loan amount.

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BY SIGNING THIS RIDER, BORROWER(S) AGREE TO ALL OF THE ABOVE PROVISIONS.

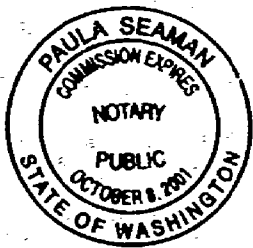
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

WITNESSES:

CHRIS BAUMANN

MICHELLE BAUMANN

att. in fact for MS  
Michelle Baumann



State of Washington  
County of Skamania

SS.:

The foregoing instrument was acknowledged before me this Aug. 24, 1999  
by Chris Baumann & Chris Baumann  
att. in fact for Michelle Baumann

My Commission Expires:

10-8-2001

Paula Seaman  
Notary Public/Justice of the Peace

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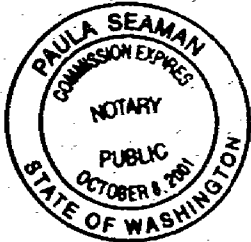
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STATE OF WASHINGTON, } ss.  
 County of Skagit  
 On this 24<sup>th</sup> day of Aug, 19 99, before me personally  
 appeared Chris Baumann to me known to be the individual who executed the  
 foregoing instrument as Attorney in Fact for Michelle Baumann  
 and acknowledged that (he/she) signed the same as (his/her) free and voluntary act and deed as Attorney in Fact for said principal  
 for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this  
 instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.



Paula Seaman  
 Notary Public in and for the State of Washington,  
 residing at Sevenson  
 My appointment expires 10.8.2001

STATE OF WASHINGTON, } ss.  
 County of \_\_\_\_\_  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared  
 \_\_\_\_\_ to me known to be the individual described in and who  
 executed the foregoing instrument for \_\_\_\_\_ self and as Attorney in Fact for \_\_\_\_\_  
 and acknowledged that \_\_\_\_\_ signed and sealed the same as  
 \_\_\_\_\_ free and voluntary act and deed for \_\_\_\_\_ self and also as \_\_\_\_\_ free and voluntary act and deed  
 as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney  
 authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

GIVEN under my hand and official seal the day and year last above written.

\_\_\_\_\_  
 Notary Public in and for the State of Washington,  
 residing at \_\_\_\_\_  
 My appointment expires \_\_\_\_\_

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_ dated \_\_\_\_\_.