ROOK 193 PAGE 937

GARY H. OLSON

This Space Provided for Recorder's Use WHEN RECORDED RETURN TO: KRIS DUKAN @ FLB CLARK COUNTY SCHOOL EMPLOYEES CREDIT UNION 2620 SE 165th Ave. 5012 Vancouver, WA 98683 22961 **DEED OF TRUST** (LINE OF CREDIT TRUST DEED) Grantor(s): GREGORY A. ECOFF, an unmarried man Grantee(s): CLARK COUNTY SCHOOL EMPLOYEES CREDIT UNION, Beneficiary CLARK FINANCIAL SERVICES, INC., Trustee Legal Description: See Attached EXHIBIT "A" ON Page 6 NE 1/4 of S 19, T 2 N, R 5 E Assessor's Property Tax Parcel or Account No.: 02-05-19-0-0-0401-00 ipdered Lt. Reference Numbers of Documents Assigned or Released: 190 DATED: October 1, 1999 We so BETWEEN GREGORY A. ECOFF, an unmarried man ("Trustor," hereinafter "Grantor,") 61 Newquist Rd., Washougal, WA 98671 whose address is CLARK COUNTY SCHOOL EMPLOYEES CREDIT UNION AND: Beneficiary ("Credit Union,") whose address is __2620 SE 165th Ave., Vancouver, WA 98683 CLARK FINANCIAL SERVICES, INC. Grantor conveys to Trustee for benefit of Credit Union as beneficiary all of Grantor's right, title, and interest in and to the real property described above from any proceeds thereof.

(Trustee.") .("Trustee.") This Deed of Trust is part of the collateral for the Agreement. In addition, other collateral also may secure the Agreement. (X) This Deed of Trust is the sole collateral for the Agreement. There is a mobile home on the Real Property, which is covered by this security instrument, and which is and shall remain: (Please check / which is applicable) Personal Property X Real Property This Deed of Trust secures (check if applicable): Line of Credit. A revolving line of credit which obligates the Credit Union to make advances to Grantor in the maximum principal amount until the Agreement is terminated or suspended or it advances are made up to the maximum

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The term "Indebtedness" as used in this Deed of Trust, shall mean the debt to Crédit Urion described above, including interest thereon as described in the credit agreement, plus (a) any amounts expended or advanced by Credit Union to discharge Granton's obligations hereunder, and (b) any expenses incurred by Credit Union or Trustee to enforce Granton's obligations hereunder, with interest thereon at the rate of Agreement. The credit agreement describing the repayment terms of the Indebtedness, and any notes, agreements, or documents given to renew, extend or substitute for the credit agreement originally issued is referred to as "the Agreement." The rate of interest on the Agreement is subject to indexing adjustment, renewal, or renegotiation.

solustriant, renewal, or renegosation.

The term "Borrower" is used in the Deed of Trust for the convenience of the parties, and use of that term shall not affect the liability of any such sorrower on the Agreement or create any legal or equitable interest in the Property in Borrower by reason of this Deed of Trust. Any Borrower who cosigns this Deed of Trust, but does not execute the Agreement (a) is cosigning this Deed of Trust only tri grant and convey that Borrower's interest in the Pruperty to Trustee under the terms of this Deed of Trust, (b) is not personally liable under the Agreement except as otherwise provided by law or contract; and (c) agrees that Credit Union and any other borrower hereunder may agree to extend, modify, forebear, release any collateral, or make any other accommodations or arendments with regard to the terms of this Deed of Trust or the Agreement, without notice to that Borrower, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

This Deed of Trust includes the country interest in state of the property. This Deed of Trust including the security interest is given to secure payment of the indebtedness and performance of all Granton's obligations under this Deed of Trust and the Agreement and is given and accepted under the lollowing terms:

1. Rights and Obligations of Borrower. Borrower/Granfor has various rights and obligations under this Deed of Trust. These rights and responsibilities are set forth in the following paragraphs: 1.1. Payments and Performance; 2. Possession and Maintenance of Property: 3. Taxes and Liens; 4. Property Damage Insurance; 5. Expenditure by Credit Union; 7. Condemnation; 8.2. Remedies; 10.1. Consent by Credit Union; 10.2. Effect of Consent; 11. Security Agreement; Financing Statements; 14. Actions Upon Termination; 14.5. Attorneys Fices and Expenses; 16.2. Unit Ownership Power of Attorney; 16.3. Annual Reports; 16.5. Joint and Several Liability; 16.8. Waiver of Homestead Exemption, and 17.3. No Modifications.

1.1 Payment and Performance. Grantor shall pay to Credit Union all amounts secured by this Deed of Trust as they become due, and shall strictly perform all of Grantor's obligations.

2. Posses con and Maintenance of the Property.

2.1 Procession. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the income

2.2 Cuty to Maintain. Grantor shall maintain the Property in first class condition and promptly perform all repairs and maintenance necessary to preserve it. value.

2.3 Nulsance, Waste. Grantor shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on or to the Property or any portion thereof including without limitation removal or alienation by Grantor of the right to remove any timber, minerals (including oil and gas), or

2.4 Removal of Improvements. Granior shall not demoish or remove any improvements from the Real Property without the prior written consent of Credit Union. Credit Union shall consent if Granior makes arrangements satisfactory to Credit Union to replace any improvement which Granior proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures, and parking facilities. 2.5 Credit Union's Right to Enter, Credit Union, its agents and representatives, may enter upon the Property at all reasonable times to attend to Credit Union's interest and to inspect the Property.

2.6 Compliance with Governmental Requirements. Grantor shall promptly comply with ail laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold Union's interest in the Property is not jeopardized.

Union's interest in the Property is not jeopardized.

2.7 Duty of Protect. Grantor may do all other acts, allowed by law, that from the character and use of the Property are reasonably necessary to protect and preserve the security.

2.8 Construction Loan, if some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction any improvement on the Property, the improvement shall be completed within six months from the date of this Deed of Trust and Grantor shall pay full all costs and expenses in connection with the work.

In Rull all costs and expenses in connection with the work.

2.9 Hazardous Substances. Grantor represents and invarrants that the Property has not been and will not be, during the period this deed remains a lien on the Property, used for the creation, manufacture, treatment, storage, or droposal of any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act oil 1990, and other applicable federal and state faws or regulations and earner manufactures. Grantor authorizes Credit Union and its agents to enter upon the Property to make such inspections and tests as Credit Union may deem appropriate to determine compliance of the Property with this paragraph. Credit Union is inspections and tests shall be for Credit Union's purposes only and shall not be for the benefit or create any duty or liability to Grantor or my third party. Grantor agrees to indemnify and hold Credit Union harmloss against any and all claims and losses including attorney less resulting from a breach of this paragraph, which shall survive the payment of the indebtedness and satisfaction of this Deed of Trust.

3. Taxes and Liens

3.1 Permount. Grantor shall pay when due before they become definquent all taxes and assessments levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liers having priority over or equal to the interest of Credit Union under this Deed of Trust, except for the fixin of laxes and assessments not due, except for the prior indebtedness referred to in Section 17, and except as otherwise provided in Subsection 3.2.

assessments not oue, except for the prior indebtedness retermed to in Section 17, and except as otherwise provided in Subsection 3.2.

3.2 Right to Contest. Grantor may withfully payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Credit Union's interest in the Property is not jeopardized. If a first arises or is filled as a result of nonpayment, Grantor shall within 15 days after the lien arises or, if a lien is filed, within 15 days after Grantor has notice of the filing, secure the discharge of the lien or deposit with any costs, altomeys' lees, or other charges that could accrue as a result of a forecostine or sale under the lien.

13. Editioned all Deposited Company that could accrue as a result of a forecostine or sale under the lien.

3.3 Evidence of Payment. Grantor shall upon demand furnish to Credit Union evidence of payment of the taxes or assessments an authorize the appropriate county official to deliver to Credit Union at any time a written statement of the taxes and assessments against the Property.

authorize the appropriate county critical to detect to into a rany sine a written statement of the taxes and assessments against the property.

1.4 Holico of Construction, Grantor shall notify Credit Union at least 15 days before any work is commenced, any services are furnished, or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services, or materials, and the cost exceeds \$5,000 (if the Property is used for nonresidential or commercial purposes) or \$1,000 (if the Property is used as a residence). Grantor will on request furnish to Credit Union advance assurances satisfactory to Credit Union that Grantor can and will pay the cost of such Emprovements.

3.5 Tax Receives. Subject to any limitations set by applicable law, Credit Union may require Borrower to maintain with Credit Union reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by Credit Union to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment union as a general deposit from Borrower shall upon demand pay any deficiency to Credit Union. The reserve funds shall be held by Credit Union as a general deposit from Borrower and shall, unless otherwise required by law, constitute a non-interest bearing debt from Credit Union to Union does not hold the reserve funds in frust for Borrower, and Credit Union is not the agent of Borrower as they become due. Credit Union be paid by Borrower.

4. Property Damage Insurance.

4.1 Identinatives of Insurance. Grantor shall procure and maintain policies of fre insurance with standard all-risk extended coverage andorsements on a replacement basis for the full insurable value basis covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a mortgagee's loss payable clause in favor of Credit Union. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Credit Union. Grantor shall deliver to Credit Union certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days' written notice to Credit Union.

from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days written notice to Credit Union.

4.2. Application of Proceeds. Grantor shall promptly notify Credit Union of any loss or damage to the Property. Credit Union may make proof or the front fails to do so within 15 days of the casualty. Credit Union may, at its election, apply the proceeds to the reduction of the indebtedness of the restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Credit Union. Credit Union shall, upon satisfactory proof of such expenditure, pay or reinburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been paid out within 180 days after their receipt and which Credit Union has not committed to the repair or restoration of the Property shall be used to prepay first accrued interest and then principal of the Indebtedness. If Credit Union holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

4.3 Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's or other sale held under the provision contained within, or at any toreclosure sale of such Property.

4.4 Compliance with Prior Indebtedness. During the period in which any prior Indebtedness described in Section 17 is in effect, compliance with the insurance provisions contained in the instrument evidencing such prior Indebtedness shall constitute compliance with the insurance provisions contained in the insurance provisions under this Deed of Trust to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirements. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the prior Indebtedness.

4.5 Association of Unit Owners. In the event the Real Property has been submitted to unit ownership pursuant to a Unit Ownership Law, or similar law for the establishment of condominums or cooperative ownership of Real Property, the insurance may be carried by the association of unit owners in Granton's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Credit Union.

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4.6 Insurance Reserves. Subject to any limitations set by applicable law, Credit Union may require Borrower to maintain with Credit Union to produce, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Credit Union. The reserve funds shall be held by Credit Union as a general the insurance premiums required to be paid by Borrower as they become due Credit Union. The reserve funds shall be held by Credit Union as a general the insurance premiums required to be paid by Borrower as they become due Credit Union to Borrower, which Credit Union may satisfy by payment of Credit Union is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower.

If Graitor falls to comply with any provision of this Deed of Trust, including the obligation to maintain the prior indebtedness in good sany amount that it expends in so doing shall be added to the Indebtedness. Amounts so caded shall be payable in accordance with the terms of the account of the default. Credit Union shall not by taking the required action cure the default on any remedies to which Credit Union may be entitled on 6. Warrantly; Defense of Titles.

Section 17 or any policy of title insurance issued in favor of Credit Union in connection with the Deed of Trust.

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        Agreement.

(3) Credit Union reasonably believes that Grantor will not be able to meet the repayment requirements of the Agreement due to a material change in Grantor's financial circumstances.

(4) Grantor(s) are in default under any material obligation of the Agreement and Deed of Trust.

(5) The maximum annual percentage rate under the Agreement is reached.

(6) Any government action prevents Credit Union from imposing the annual percentage rate provided for or impairs Credit Union's security interest such that the value of the interest is less than 120 percent of the credit line.

(7) Credit Union has been notified by government agency that continued advances would constitute an unsafe and unsound practice.

(8) Any government are prevent permits Credit Union to make certain changes to the terms of the Agreement at specified times or upon the occurrence of specified events.

14. Actions Upon Termination.

14.1 Remedies. Upon the occurrence of any termination and at any time fluereafter, Trustee or Credit Union may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by lan:

(a) With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by judicial foreclosuse, in either case in accordance with and to the full extent provided by applicable law. The Union Commercial Code in effect in the state in which the Credit Union is located.

(c) Credit Union shall have the right, without notice to Grantor, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Credit Union's costs, against the Indebtedness. In furtherance of this right, Union, then Grantor invescably designates Credit Union as Grantor's attorney in the order user to endorse instruments received in payment thereof in the name demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Credit Union ma
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ACKNOWLEDGMENT OF NO HOMESTEAD EXEMPTION (Only applicable in Montana)

GRANTOR HEREBY ACKNOWLEDGES THAT THE REAL PROPERTY IN WHICH A LIEN IS BEING GRANTED TO CREDIT UNION IS NOT EXEMPT FROM EXECUTION AS A HOMESTEAD, BECAUSE UNDER MONTANA STATUTES, SECTION 70-32-202, IT IS SUBJECT TO EXECUTION OR FORCED

INDIVIDUAL ACKNOWLEDGMENT INTATE OF WASHINGTON In this day personally appeared before me GREGORY A. ECOFF Come known to be (or in California, personally known to me or proved to me on the basis of satisfactory evidence to be addividual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he agree as his free and voluntary act and deed, for the uses and purposes therein ments given under my hand and official seal this list day of October BRUCE C. UPHAM NOTARY PUBLIC STATE OF WASHINGTON PUBLIC STATE OF WASHINGTON Residing at: Carnas My commission expires: June 15, 2000 REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full)	BRANTOR:	G	RANTOR:	
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the undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by the Trust have been fully paid and satisfied. You are hereby directed, on payment to you of any sums owing to you under this Deed of Trust or pursuant to statute to cancel all statutes.	te undersigned is the legal owner and he	older of all indebtedness assure		. All sums secured by the i
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EXHIBIT "A"

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The East half of the West half of the following described property:

Beginning at the Southwest corner of the Northeast Quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington; thence North 660 feet; thence East of beginning

EXCEPT the South 30 feet of said tract reserved for public road purposes

EXCEPT Road No. 13780, known and designated at newquist Road.

EXCEPT that portion lying within Skye Road.