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BOOK 239 PAGE 763 Key Bank ASH 129 31 2 34 PH 103 4 MWSeR J. MICHAEL GEOVISON

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When Recorded Return to: KeyBank National Association P.O. Box 16430 Boise, ID 83715 (541) 386-6252

HOME EQUITY LINE DEED OF TRUST

GRANTOR(S): BLAKE D. RICHARDS SUSAN K. RICHARDS

GRANTEE ("Lender"): KeyBank National Association

P.O. Box 16430 Boise, ID 83715

TRUSTEE: KEYBANK USA NATIONAL ASSOCIATION 431 E PARKCENTER BLVD BOISE, ID

ABBREVIATED LEGAL DESCRIPTION: LT 2 BLK 3 UNDERWOOD CREST ADDITION.

(Additional legal description on page 7.)
ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 03-10-20-1-4-0115-00

BORROWER BLAKE D. RICHARDS SUSAN K. RICHARDS ADDRESS 412 ASHLEY DR UNDERWOOD, WA 98651 TELEPHONE NO. IDENTIFICATION NO.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or interest as defined herein, which may hereafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby irrevocably bargains, sells, transfers, grants, conveys and assigns to Trustee, his successors and assigns, in trust, for trust, and assigns to Trustee, his successors and assigns, in trust, for the detailed many and possession all of Grantor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Deed of Trust and incorporated herein by this reference, logether with all present and future improvements and fixtures; all tangible personal property including, without initiation, all machinery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connection with the real property, whether or not affixed to the land; all privileges, hereditaments, and appurtenences; all leases, licenses and other agreements; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively 'Property'); to have and to hold the Property and the rights hereby granted for the use and benefit of Trustee, his successors and assigns, until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Grantor does, for Grantor and Grantor's heirs, representatives, successors, and assigns, hereby expressly warrant, covenant, and agree with Lender and Trustee and their successors and assigns as follows:

1. OBLIGATIONS. This Deed of Trust shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Grantor (cumulatively 'Doligations') to Lender pursuant to:

(a) this Deed of Trust and the follow

PRINCIPAL AMOUNT/	t FINDING/:		INTEREST PRINCIPAL AMOUNT/ FUNDING/ MATURITY CUSTOMER LOAN				
CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER			
\$50,000.00	03/24/03	03/24/33	030631604360C	372001833612			
				e .			
		DATE	DATE DATE	DATE DATE HUMBER			

(b) all other presently existing or future written evidences of indebtedness, obligations, agreements, instruments, guaranties or otherwise with Lender (whether incurred for the same or different purposes than the foregoing);

(c) future advances, whether obligatory or optional, to the same extent as if made contemporaneously with the execution of this Deed of Trust, made or extended to or on behalf of Grantor or Borrower. Grantor agrees that if one of the Obligations is a line of credit, the lien of this Deed of Trust shall continue until payment in full of all debt due under the fine notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding. At no time shall the lien of this Deed of Trust, not including amounts advanced to protect the security of this Deed of Trust, exceed \$ 50,000.00 ; and

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- (d) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing. As used in this Paragraph 1, the terms Grantor and Borrower shall include and also mean any Grantor or Borrower if more than
- 2. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:
- REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

 (a) Grantor has fee simple marketable title to the Property and shall maintain the Property free of all fens, security interests, encumbrances and claims except for this Deed of Trust and those described in Schedule B which is attached to this Deed of Trust and incorporated herein by reference, which Grantor agrees to pay and perform in a timely manner;

 (b) Grantor is in compliance in all respects with all applicable federal, state and dregulations, including, without limitation, those relating to "Hazardous Materials," as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Washington Department of Ecology nor any other governmental Laws"), and neither the federal government nor the State of Washington Department of Ecology nor any other governmental Laws"), and neither the federal government nor the Property, or are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Grantor's knowledge, threatened, which involve the Property. Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Crantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" but not limited to: (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these status; (iv) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 307 of the Clean Water Act or any amendments or replacements to that statute and (iv)

- where necessary, renewed;

 (d) Grantor has the right and is duly authorized to execute and perform its Obligations under this beed of Trust and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

 (e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

 (f) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing hazardous Materials) or Lender's rights or interest in the Property pursuant to this Deed of Trust.

 PRIOR DEEDS OF TRUST. Grantor represents and warrants that there are no prior deeds of trust affecting any part of the roperty except as set forth on Schedule B attached to this Deed of Trust which Grantor agrees to pay and perform in a timety namer. If there are any prior deeds of trust then Grantor agrees to pay all amounts owed, and perform all obligations required, inder such deeds of trust and the indebtedness secured thereby.

 TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN GRANTORS OR BORROWERS, to the event of a sale.
- Property except as set forth on Schedule B attached to this Deed of Trust which Granter agrees to pay and perform in a timely manner. If there are any prior deeds of trust then Granter agrees to pay all amounts owed, and perform all obligations required, under such deads of trust and the Indebtedness secured thereby.

 4. TRANSFERS OF THE PROPERTY OR BENEFICAL INTERESTS IN GRANTORS OR BORROWERS. In the event of a sale, conveyance, lease, contract for deed or transfer to any parties of any part of the real property described in Schedule A or any Interest therein, or of all or any beneficial Interest in Borrower of Grantor (if Borrower or Grantor Is not a natural person or persons but is a corporation, limited liability company, partnership, trust, or other legal entity, Lender may, all its option, declare the outstanding principal balance of the Obligations plus accurate therein immediately due and psyable, or, at Lander's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of this Deed of Trust to us interest state which Lender would then commit to make a first mortiage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the toregoing covenants. At Lender's request, Grantor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders, members or partners, as appropriate, and the actient of their respective ownership interests.

 5. ASSIGNMENT OF RENTS. In consideration of the Obligations which are secured by this Deed of Trust, Grantor aboutely assigns to Lender all Grantor's estate; right, title, interest claim and demand now owned or hereafter buydred in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property including versions and processes and proceses performance under the Leases of the property including version

- Deed of Trust.

 6. LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monites payable under any Lease more than one month in advance; (b) modify any Lease; (c) assign or allow a fien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Lease or the amounts payable thereunder; or (d) terminate or cancel any Lease except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under any Lease or purporting to terminate or cancel any Lease, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Leases and the amounts due to Grantor thereunder are hereby assigned to Lender as additional security for the Obligations.

 7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Dee 1. Trust. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances.

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with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender spart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral, or otherwise settle any of the indebtedness whether or not an Event of Default exists under this Deed of Trust. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee-in-possession.

8. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor sole expense.

9. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair cardet value of the affected Property.

Damage of the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tonado and fire, theft or other casualty to the extent required by Lender. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least _30 ____ days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a kass payed and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 24 and secured hereby. Grantor shall furnish Lender with evidence of insurance policies shall be immediately assigned, pledged and delivered to Lender as further security for the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies loward the Obligations or loward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COYENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor such condemnation or taking are h

to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and logal expenses), causes of action, actions, suits and other legal proceedings (cumulatively 'Claims') pertaining to the Property. Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of Deed of Trust.

15. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to the Property when due and

Lender under this paragraph shall survive the termination, release or foreclosure of Deed of Trust.

15. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to the Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfith (1/2) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Israel by Grantor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within teg. (10) days after any request by Lender, Grantor shall deliver to Lender or any

Londer may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects, and signed by Grantor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within teq. (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

18. EVENTS OF DEFAULT. An Event of Default shall occur under this Deed of Trust and the Trustee's power shall become operative in the event that Grantor, Borrower or any guarantor of any Obligation:

(a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage;
(b) fails to meet the repayment terms of the Obligations for any outstanding balance; or
(c) by any action or inaction, adversely affects the Property, or any right of Lender in such Property, including, but not limited to, transfer of title to or sale of the Property without the permission of Lender, failure to maintain required insurance or to pay taxes on the Property, allowing the fitting of a lien senior to that held by Lender, death of the sole Borrower obligated under the Obligations, allowing the taking of the Property through eminent domain, or allowing the Property to be foreclosed by a lienholder other than Lender. In addition, an Event of Default shall occur if, as a result of any of the following, the Property, or any right of the Lender in the Property is adversely affected; the Borrower, Mortgagor or any guarantor of any Obligation; o

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19. RIGHTS OF LENDER ON EVENT OF DEFAULT. Upon the occurrence of an Event of Default under this Deed of Trust, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by few):

(a) to declare the Obligations immediately due and payable in full, such acceleration shall be eutomatic and immediate if the Event of Default is afting under the Bankrytcy Code;

(b) to collect the outstanding Obligations with or without resorting to judicial process;

(c) to require Grantor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Grantor and Lender;

(d) to er ler upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise mesting any statiotry conditions regarding receivers; it being intended that Lender shall have this contractual right to explorit a receiver;

(d) to emptoy a managing agent of the Property and let the same, either in Trustee's own name, in the name of Lender or in the name of Carattor, and receive the rents, incomes, issues and profits of the Property and apply the same, effer payment of all necessary changes and expenses, on account of the Obligations;

(f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Deed of Trust or to curs any default other than payment of interest or principal on the Obligations;

(g) to receives this Deed of Trust judicially or nonjudicially.

(g) to select Grantor's Obligations segment any amounts owed Grantor by Lender including, but not limited to, monles, instruments, and deposit accounts maintained with Lender or any currently existing of thure affiliate of Lender; and the vertical payment of the obligations;

(g) to receive this Deed of Trust judicially or nonjudicially.

(g) to select Beautiful States and t

restoration or repair following a loss to the Property, whether to the condominium unit or to common elements, any proceeds payable to Grantor are hereby assigned and shall be paid to Lender for application to the Obligations, with any excess paid to Grantor.

21. SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE. This Deed of Trust shall be considered a financing statement and a fixture filing pursuant to the provisions of the Uniform Commercial Code (as adopted in the state where the Properly located) covering fixtures chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Properly together with any and all replacements thereof and additions therefor attached to or to be used hereby grants Lender a security interest in such Chattels. The debtor is the Grantor described above. Upon demand, Grantor shall make, execute and deliver such security agreements (as such term is defined in said Uniform Commercial Code) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Grantor a failure to do so, Lender is authorized to sign any such agreement as the agent of Grantor. Grantor breity authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Grantor. Grantor will, however, at any time upon request of Lender, sign such financing statements. Grantor will pay all filling fees for the filling of such financing statements. Grantor will pay all filling fees for the filling of such financing statements. Deed of Trust is subject to any security agreement covering the Chattels, then in the event of any default under this Deed of Trust. In the filling of Grantor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Grantor or the predecessors or successors in title of Gran

25. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys) fees and legal expenses) in connection with the exercise of its rights or remedies described in this Deed of Trust and then to the payment of the remaining Obligations in whatever order Lender chooses.

Deed of Irust and then to the payment of the remaining ubligations in whatever order Lender chooses.

26. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Deed of Trust. Lender's performance of such action or execution of such documents shall not refleve Grantor from any Obligation or cure any default under this Deed of Trust. The powers of attorney described in this Deed of Trust are coupled with an interest and are irrevocable.

27. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds edvanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

encumbrances have been released of record.

28. COLLECTION COSTS. To the extent permitted by law, Grantor agrees to pay Lender's reasonable fees and costs, including, but not limited to, fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), enforcing any right or remedy under this Deed of Trust, whether or not suit is brought, including, but not limited to, all fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions.

29. RELEASE AND RECONVEYANCE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its Interest in the Property (except as required under paragraph 38), nor shall Lender be obligated to release any part of the Property if Grantor is in default under this Deed of Trust. When all folligations have been found to the person (s) legally entitled thereto. Grantor shall be responsible for payment of all costs or reconveyance, including recording fees and Trustee's fees poor to such reconveyance.

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30. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Deed of Trust must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Grantor's Obligations, delay or fail to exercise any of its rights or accept payments from Grantor or anyone other than Grantor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Deed of Trust shall not be affected if Lender repeatedly and unconditionally amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, Borrower or third party or any of its rights against any Grantor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver, and Lender shall have the right at any time thereafter to Insist upon strict performance.

31. SUBSTITUTE TRUSTEE. In case of the resignation, death, incapacity, disability or absence of the Trustee or in case the holder of the Obligations shall desire for any reason to remove the Trustee or any substitute trustee as trustee hereunder and to appoint a new trustee in his place and stead, the holder of the Obligations is hereby granted full power to appoint in writing a substitute trustee in his place and stead, the holder of the Obligations is hereby granted full power to appoint in writing a substitute trustee for said Trustee, and the substitute trustee shall, when appointed, become successor to all rights of Trustee hereunder and the same shall become vested in him for the purposes and objects of this Deed of Trust with all the power, duties and obligations herein conferred on the Trustee.

32. SUCCESSORS AND ASSIGNS. This Deed of Trust shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal r

given.

34. SEVERABILITY. Whenever possible, each provision of this Deed of Trust shall be interpreted so as to be effective and valid under applicable state law. If any provision of this Deed of Trust violates the law or is unenforceable, the rest of this Deed of Trust shall continue to be valid and enforceable.

35. APPLICABLE LAW. This Deed of Trust shall be governed by the laws of the state where the Property is located. Unless applicable law provides otherwise, Grantor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in that state.

discretion, located in that state.

36. NO THIRD-PARTY RIGHTS. No person is or shall be a third-party beneficiary of any provision of this Deed of Trust. All provisions of this Deed of Trust in favor of Lender are intended solely for the benefit of Lender, and no third party shall be entitled to assume or expect that Lender will waive or consent to the modification of any provision of this Deed of Trust, in Lender's sole discretion.

to assume or expect that Lender will walve or consent to the modification or any provision or this beed or trust, in Lender's some discretion.

37. PRESERVATION OF LIABILITY AND PRIORITY. Without affecting the fiability of Borrower, Grantor, or any guarantor of the Obligations, or any other person (except a person expressly released in writing) for the payment and performance of the Obligations, and without affecting the rights of Lender with respect to any Property not expressly released in writing, and without impairing in any way the priority of this Deed of Trust over the interest of any person acquired or first evidenced by recording subsequent to the recording of this Deed of Trust, Lender may, either before or after the maturity of the Obligations, and without notice or consent: release any person liable for payment or performance of all or any part of the Obligations; make any agreement aftering the terms of payment or performance of all or any part of the Obligations; exercise or refrain from exercising or walve any right or remedy that Lender may have under this Deed of Trust; accept additional security of any kind for any of the Obligations; or release or otherwise deal with any real or personal property securing the Obligations. Any person acquiring or recording evidence of any interest of any nature in the Property shall be deemed, by acquiring such interest or recording any evidence thereof, to have consented to all or any such actions by Lender.

38. DEFEASANCE. Upon the payment and performance in full of all of the Obligations, Lender will execute and deliver to Grantor those documents that may be required to release this Deed of Trust of record. Grantor shall be responsible to pay any costs of recordation.

costs of recordation.

39. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Deed of Trust shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several and shall be binding upon any marital community of which any Grantor is a member (unless this Deed of Trust expressly states that the community shall not be liable). This Deed of Trust represents the complete integrated understanding between Grantor and Lender pertaining to the be liable). This beed or mosterms and conditions hereof.

40. JURY TRIAL WAIVER. LENDER AND GRANTOR HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS DEED OF TRUST.

41. ADDITIONAL TERMS:

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Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Deed of Trust, and acknowledges receipt of an exact copy of same.

Dated this 19th day of Merch 2003

GRANTOR

BLAKE D. RICHARDS

GRANTOR: SUSAN K. RICHARDS

SUSAN K. RICHARDS

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

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I cartify that I know or have settefeete	ry evidence that 1011116 10 KIChards and
is the person who encertain before me and a	of person acknowledged that he/she signed this instrument and acknowledged it and purposes mentioned in the instrument.
to be his/her free and voluntary act for the uses	and purposes mentioned in the instrument.
OFFICE	Sandry R Belcher Sundral
SANDRA BELCHER	A wtork Public Belce
NOTARY PUBLIC-OREGON COMMISSION NO. A331309	1100
MY COMMISSION COPRES AFRIL 30, 20	My appointment expires: 04/50/09
County of certify that I know or have satisfactor	
is the person who appeared before me, and sa to be his/her free and voluntary act for the uses	id person acknowledged that he/she signed this instrument and acknowledged it and ourcoses mentioned in the instrument
Dated:	
	Notary Public (Print Name)
	Title
Chair of Machines	My appointment expires:
State of Washington County of	
I certify that I know or have satisfactor	y evidence that
is that person who appeared before me, and a	aid person acknowledged that he/she signed this Instrument, on oath stated that
he/she was authorized to execute this instrume of	nt and acknowledged it as the to be the free and voluntary
act of such party for the uses and purposes men	ntioned in the instrument.
Dated:	Notary Public (Print Name)
(Seal or Stamp)	
	Title My appointment expires:
State of Washington	my appointment spinos.
County of I certify that I know or have satisfactor	v evidence that
he/she was authorized to execute this instrume:	sid person acknowledged that he/she signed this instrument, on oath stated that nt and acknowledged it as the
ofact of such party for the uses and purposes mer	tioned in the instrument
Dated:	
	Notary Public (Print Name)
(Seal or Stamp)	Title
	My appointment expires:
	SCHEDULE A
The following described real property located in State of Washington:	the County of SKAMANIA
	TY OF UNDERWOOD, SKAMANIA COUNTY. STATE OF
WASHINGTON, AS MORE FULLY DE	TY OF UNDERWOOD, SKAMANIA COUNTY, STATE OF SCRIBED IN DEED INST # 104314, ID#
INDERMOOD CREET ADDITION AGO.	
THE PROPERTY AND TITON ACCO	RDING TO THE OFFICIAL PLAT THEREOF ON FILE AND
OF RECORD AT PAGE 154 OF BOOK ABBREVIATED LEGAL: LT 2 BLK	ANOWN AND DESIGNATED AS LOT 2 IN BLOCK 3 OF RDING TO THE OFFICIAL PLAT THEREOF ON FILE AND A OF PLATS. RECORDS OF SKAMANIA COUNTY

SCHEDULE B

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

LPWA518G () Harland Financial Solutions Inc. (2/5/02) (800) 937-3799

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