

149830

BOOK 247 PAGE 319

U. Germanu

WHEN RECORDED RETURN TO: This Space Provided for Recorder's Use
 Mortgage Dept.
 CCSECU
 P.O. Box 1739
 Vancouver, WA 98668

SR 26020

**DEED OF TRUST
 (LINE OF CREDIT TRUST DEED)**

Grantor(s): Derek Connolly and Tamara Connolly, husband and wife

Grantee(s): Clark County School Employees Credit Union

Legal Description: A tract of land in the Southwest Quarter of Section 19,
 Township 2 North, Range 5 East of the Willamette Meridian, in the
 County of Skamania, State of Washington, described as follows:
 Lot 2 of the P.S.C. Short Plat, recorded in Book 3 of Short Plats,
 page 326, Skamania County Records.

Assessor's Property Tax Parcel or Account No.: 02-05-19-0-0-1314-00

Reference Numbers of Documents Assigned or Released:

DATED: July 24, 2003

BETWEEN: Derek Connolly and Tamara Connolly, husband and wife (Trustor, hereinafter "Grantor,")

whose address is 22 Harder Road Washougal, WA 98671

AND: Clark County School Employees Credit Union (Beneficiary ("Credit Union,")

whose address is P.O. Box 1739 Vancouver, WA 98668

AND: Clark Financial Services, Inc. (Trustee,")

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 (the Real Property), together with all existing or subsequently erected or affixed improvements or fixtures, and all accessions, replacements, substitutions, and proceeds thereof.

(Check one of the following)

- ☐ This Deed of Trust is part of the collateral for the Agreement. In addition, other collateral also may secure the Agreement.
☐ This Deed of Trust is the sole collateral for the Agreement.

(Check if Applies)

- ☐ 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
 ____ 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 at any one time of \$20,000.00 until the Agreement is terminated or suspended or if advances are made up to the maximum credit limit, and Grantor complies with the terms of the Agreement dated _____ (In Oregon, for purposes of ORS 89.110 and in Idaho, the maximum term or maturity date of the Agreement including any renewals or extensions is 30 years from the date of the Agreement.) Funds may be advanced by Credit Union, repaid by Grantor, and subsequently readvanced by Credit Union in accordance with the Agreement. Notwithstanding the amount outstanding at any particular time, this Deed of Trust secures the total indebtedness under the Agreement. The unpaid balance of the line of credit under the Agreement will remain in full force and effect notwithstanding a zero outstanding balance on the line from time to time. Any principal advance under the line of credit that exceeds the amount shown above as the principal amount of the Agreement will not be secured by this Deed of Trust.

☐ **Equity Loan.** An equity loan in the maximum principal amount of \$ _____ under the terms of the Agreement. (In Oregon, for purposes of ORS 89.110 and in Idaho, the maximum term or maturity date of the Agreement including renewals or extensions, is 30 years from the date of the Agreement.) To the extent of repayment, Grantor may request subsequent loan advances subject to Credit Union's credit and security verification. This Deed of Trust secures the total indebtedness under the Agreement.

By the terms of the license, the licensee is required to pay the licensor a fee of \$100,000 per year for the first three years of the license term, and then a fee of \$50,000 per year thereafter. The licensee is also required to pay the licensor a fee of \$10,000 per year for the first three years of the license term, and then a fee of \$5,000 per year thereafter. The licensee is also required to pay the licensor a fee of \$10,000 per year for the first three years of the license term, and then a fee of \$5,000 per year thereafter.

[illegible]

...and the fact that the *Journal* is a journal of the American Psychological Association, the largest and most influential organization in the field of psychology, adds to the journal's prestige and makes it a must-read for all psychologists.

1.1 Payment and Performance

performing a task to improve performance on a subsequent task.

21 Possession. One in default of a written contract, or in violation of a written contract, shall be liable to the owner of the property for the reasonable value of the property.

2.3 Nuisance, Waste, Grantor's Obligations: Grantor shall remain responsible for any and all nuisances, waste, or other conditions that may arise from the use of the property, including but not limited to, any condition that may constitute a public nuisance, or that may be a violation of any applicable laws, regulations, or ordinances. Grantor shall be responsible for the removal of any such nuisances, waste, or other conditions, and for the cost of such removal.

2.4 Removal of Improvements. Grantee shall not remove any improvements from the Premises until the end of the term of this Agreement. If Grantee removes any improvements from the Premises, Grantee shall be liable to pay to Lessor the cost of replacement of such improvements.

2.6 Compliance with Governmental Requirements. Contractor shall comply with all applicable laws, regulations, and governmental authorities applicable to the use or occupancy of the Property. Contractor shall not be responsible for any governmental or regulatory compliance during any proceeding, including any proceeding brought by a governmental authority, in connection with the Property and without the consent of the Board of Directors. Contractor shall not be responsible for any governmental or regulatory compliance during so and Great Union's interest in the Property is not an interest in the Property.

and preserve the security,

29 Hazardous Substances. Grantor represents and warrants 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, maintenance, treatment, storage, or disposal of any hazardous substance as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, and for any other federal and state laws or regulations and applicable Executive Orders, including CERCLA.

and shall not be for the purpose of creating a new or additional liability for the person or persons to whom the same are made payable.

3. Taxes and Liens.

any fees of any kind being charged, except to the extent of Cash Underwritten by the Bank.

Credit Union, cash, or a sufficient, adequate security bond or other security satisfactory to Credit Union, and an amount sufficient to discharge the lien plus any costs, attorney's fees, or other charges that could accrue as a result of a breach or non-compliance with the lien.

3.4 Notice of Construction Grant: Applicant Grant # [redacted]

3.5 Tax Reserves. Subject to any limitations set forth, and to the extent Credit Union may be required to maintain with Credit Union reserves for payment of taxes and assessments, which reserves shall be credited to advance payment of monthly payments said amount estimated by Credit Union to be sufficient to meet at least 15% of the total amount of the advance payment of taxes and assessments.

a general deposit from borrowers and

4.1 Maintenance of Insurance. Grantor shall maintain the following:

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

of the restoration and repair of the Finca 4. A Greek Union seems to have been formed in the area, but its members are not yet known. The Greek Union is a voluntary organization that aims to restore and repair the damaged or destroyed monuments in a manner satisfactory to Greek people. The Union has been established in the village of Givara from the residents of the village. The Union has been established in the village of Givara from the residents of the village. The Union has been established in the village of Givara from the residents of the village.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

4.4 **Compliance with Prior Indebtedness.** During the period in which an order of protection is in effect, compliance with the insurance provisions contained in the will and the decedent's prior testamentary and nontestamentary transfers is subject to the terms of this Deed of Trust to the extent compliance with the terms of this Deed of Trust is not inconsistent with the insurance provisions

15. Association of Unit 2

4.6 Insurance Reserves. Subject to any limitations set by applicable law, Credit Union may require Borrower to maintain with Credit Union reserves for payment of insurance premiums which reserves shall be created by monthly payments of a sum estimated by Credit Union to be sufficient to produce an amount by the time due, or equal to the insurance premium to be paid in 12 payments, due the reserve funds are insufficient. Borrower shall upon demand pay any deficiency in Credit Union. The reserve funds shall be held by Credit Union as a general deposit from Borrower and shall constitute a noninterest-bearing deposit in Credit Union to Borrower. Credit Union may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Credit Union shall not be liable for the reserve funds in the event of Borrower's default. Credit Union is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower.

5. Expenditure by Credit Union.

If Grantor fails to comply with any provision of this Deed of Trust, including the obligation to maintain the prior indebtedness in good standing as required by Section 17, Credit Union may, at its option, on Grantor's behalf, pay amounts to cure any default in the prior indebtedness and any amount that it expends in so doing shall be added to the indebtedness. Amounts so added shall be payable in accordance with the terms of the indebtedness. The rights provided for in this section shall be in addition to any other rights or remedies to which Credit Union may be entitled on account of the default. Credit Union shall not be required to take the required action to cure defaults as to cash if any remedy, that otherwise would have had.

6. Warranty, Defense of Title.

6.1 Title. Grantor warrants that it holds marketable title to the Property, free and clear of all encumbrances other than those set forth in Section 17 or in any policy of the insurance issued in favor of Credit Union in connection with the Deed of Trust.

6.2 Defense of Title. Subject to the exceptions in the paragraph above, Grantor warrants and will forever defend the title against the lawful claims of all persons. In the event any action or proceedings is commenced that questions Grantor's title or the interest of Credit Union or Trustee under this Deed of Trust, Grantor shall defend the action at Grantor's expense.

7. Condemnation.

7.1 Application of Net Proceeds. If all or any part of the Property is condemned, Credit Union may, at its election, require that all or any portion of the net proceeds of the award be applied to the indebtedness. The net proceeds of the award shall be the award after payment of all reasonable costs, expenses and attorneys' fees necessarily incurred in connection with the condemnation. Grantor, Credit Union or Trustee shall have the right to elect the application of the net proceeds.

7.2 Proceedings. If any proceedings in condemnation are filed, Grantor shall promptly notify Credit Union in writing and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award.

8. Imposition of Tax By State.

8.1 State Taxes Covered. The following shall constitute state taxes to which this section applies:

- (a) A specific tax upon trust deeds or upon all or any part of the indebtedness secured by a trust deed or security agreement.
- (b) A specific tax on a Grantor when the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a trust deed or security agreement.
- (c) A tax on a trust deed or security agreement chargeable against the Credit Union or the holder of the Agreement secured.
- (d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a Grantor.

9. Power and Obligations of Trustee.

9.1 Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the request of Credit Union and Grantor:

- (a) Join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights in the public.
- (b) Join in granting any easement or creating any restriction on the Real Property.
- (c) Join in any subdivision or other agreement affecting this Deed of Trust or the interest of Credit Union under this Deed of Trust.

9.2 Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Credit Union or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

10. Transfer by Grantor.

10.1 Consent by Credit Union. Grantor shall not transfer or agree to transfer all or part of Grantor's interest in the Property without the prior written consent of Credit Union. Any attempt to transfer shall be null and void and shall operate to terminate and accelerate the indebtedness under this Deed of Trust. A "sale or transfer" means the conveyance of real property or any right, title, or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale, contract, lease, or otherwise, whether or not the interest is conveyed with a term greater than three years, leasehold contract, or any other method of conveyance of real property interest. If any Borrower is a corporation, transfer also includes any change in ownership of more than 25% of the voting stock of Borrower.

If Grantor or prospective transferee applies to Credit Union for consent to a transfer, Credit Union may require such information concerning the prospective transferee as would normally be required from the new loan applicant.

10.2 Effect of Consent. If Credit Union consents to one transfer, that consent shall not constitute a consent to other transfers or a waiver of this section. No transfer by Grantor shall relieve Grantor of liability for payment of the indebtedness. Following a transfer, Credit Union may agree to any extension of time for payment or modification of the terms of this Deed of Trust or the Agreement or waive any right or remedy under this Deed of Trust or the Agreement without relieving Grantor of liability. Grantor waives notice, presentment, and protest with respect to the indebtedness.

11. Security Agreement, Financing Statements.

11.1 Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures, and Credit Union shall have all of the rights of a secured party under the Uniform Commercial Code of the state in which the Real Property is located.

11.2 Security Interest. Upon request by Credit Union, Grantor shall execute financing statements and take whatever other action is requested by Credit Union to perfect and continue Credit Union's security interest in the Income and Personal Property. Grantor hereby appoints Credit Union as Grantor's attorney in fact for the purpose of executing any documents necessary to perfect or continue this security interest. Credit Union may, at any time and without further authorization from Grantor, file copies or reproductions of this Deed of Trust as a financing statement. Grantor will reimburse Credit Union for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property and make it available to Credit Union within three days after receipt of written demand from Credit Union.

11.3 Mobile Homes. If the Property includes mobile homes, motor homes, modular homes or similar structures, such structures shall be and shall remain Personal Property or Real Property as stated above regardless of whether such structures are affixed to the Real Property, and irrespective of the classification of such structures for the purpose of tax assessments. The removal or addition of axles or wheels, or the placement upon or removal from a concrete base, shall not alter the characterization of such structures.

12. Reconveyance on Full Performance.

If Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust and the Agreement, Credit Union shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Credit Union's security interest in the Income and the Personal Property. Any reconveyance fee or termination fee required by law shall be paid by Grantor.

13. Possible Actions of Credit Union.

The Credit Union may take the following actions with respect to your Agreement under the circumstances listed below:

a. Termination and Acceleration. The Credit Union may terminate your Agreement and require Grantor to pay the entire outstanding balance immediately, and charge Grantor certain fees if any of the following happen:

- (1) Grantor engages in any fraud or material misrepresentation in connection with the Agreement. For example, if there are false statements or omissions on Grantor's application or financial statements.
- (2) Grantor does not meet the repayment terms of the Agreement.
- (3) Grantor's actions or inactions adversely affect the collateral or Credit Union's rights in the collateral. For example, if Grantor fails to maintain insurance, pay taxes, transfer title to or sell the collateral, prevent the foreclosure of any liens, or waste of the collateral.

b. Suspension of Credit Reduction of Credit Limit. Credit Union may refuse to make additional advances on the line of credit or reduce the credit limit during any period in which the following exist or occur:

- (1) Any of the circumstances listed in a. above.
- (2) The value of Grantor's dwelling securing the indebtedness declines significantly below its appraised value for purposes of the 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 is 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.

c. Change in Terms. The Agreement permits Credit Union to make certain charges 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 thereafter, 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 law:

- (a) With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Credit Union shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.
- (b) With respect to all or any part of the Personal Property, Credit Union shall have all the rights and remedies of a secured party under the Uniform 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, Credit Union may require any tenant or other user to make payments of rent or use fees directly to Credit Union. If the income is collected by Credit Union, then Grantor irrevocably designates Credit Union as Grantor's attorney in fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Credit Union in response to Credit Union's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Credit Union may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

THE BOARD OF DIRECTORS OF THE COMPANY HAS REVIEWED THE INFORMATION CONTAINED IN THIS REPORT AND HAS APPROVED IT FOR INCLUSION IN THE REPORT. THE BOARD OF DIRECTORS HAS ALSO REVIEWED THE INFORMATION CONTAINED IN THE REPORT AND HAS APPROVED IT FOR INCLUSION IN THE REPORT.

143 Notice of Sale. Creditors of the decedent are notified by publication of this notice that a sale of the real and personal property of the decedent will be held at the County Clerk's Office, County of Cook, Illinois, on the 14th day of May, 1996, at 10:00 a.m. for cash, to satisfy the claims and debts of the decedent. The property to be sold is described in the schedule of assets attached hereto. Any creditor of the decedent who has a claim against the estate of the decedent is required to file a claim with the County Clerk of Cook County, Illinois, on or before the time of the sale. The County Clerk of Cook County, Illinois, is the referee for the sale of the property of the decedent. The County Clerk of Cook County, Illinois, is the referee for the sale of the property of the decedent. The County Clerk of Cook County, Illinois, is the referee for the sale of the property of the decedent.

145 Attorneys' Fees-Expenses

15 Notice. Any police agency or individual who receives a written order for service under article 17-a of the second or third paragraph of section 87(2)(b) of the Freedom of Information Law, shall be deemed to have received notice of such order.

[illegible]

15.3 Annual Reports. If the Property is sold or otherwise disposed of during the term of this Agreement, Grantor shall furnish to Credit Union a statement of the status of the Property as of the date of such sale or disposition. Such statement shall include, but not be limited to, the following information:

166 **Time of Essence.** Time is of the essence when a Deed of Trust
167 **Use.**

15.8 Waiver of Homestead Exemption. Borrower hereby waives the benefit of the homestead exemption available under the laws of the State of Utah. If located in Utah, this instrument is a Trust Deed executed in conformity with the Utah Trust Financing Act of 1998, Utah Code Ann. § 71-1-1, et seq. and is a Trust instrument executed in conformity with the Uniform Trust Code, Utah Code Ann. § 71-2-1, et seq.

hereunder by an instrument executed and acknowledged by Credit Union at any time or from time to time appoint a Successor trustee to any Trustee appointed hereunder. The instrument shall contain the name of the original Credit Union, Trustee, and Borrower; the book and page where this Deed of Trust is recorded; and the name and address of the Successor trustee. The Successor trustee shall have all the powers and authority as if he were the original trustee.

16.12 Severability: If any provision in this Deed of Trust shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

Other (Specify) _____

The prior obligation has a current principal balance of \$_____ and is in the original principal amount of _____.

17.3 **No Modifications.** Grantor shall not enter into any agreement with the Grantee to modify, amend, alter, change, or otherwise modify the terms of this Deed of Trust, and the Grantee shall not agree to any such modification, amendment, alteration, change, or otherwise modification of the terms of this Deed of Trust.

Verenigde Staten

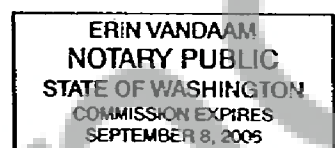
ACKNOWLEDGMENT OF NO HOMESTEAD EXEMPTION (Only applicable in Montana)

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 SALE TO SATISFY A JUDGMENT OBTAINED ON DEBTS SECURED BY A MORTGAGE OR OTHER ENCUMBRANCE ON THE PREMISES.

GRANTOR: _____ GRANTOR: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
County of Clark) ss.
On this day personally appeared before me Derek & Tamara Connolly
to me known to be (or in California, personally known to me or proved to me on the basis of satisfactory evidence to be) the individual, or individual's described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.
Given under my hand and official seal this 24 day of July, 2003
By: Erin Vandaam
Notary Public in and for the State of Washington
Residing at Vancouver
My commission expires: Sept 8, 2004



REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee
The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by the Deed of Trust have been fully paid and satisfied. You are hereby directed, on payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to statute, to cancel all evidence of indebtedness secured by this Deed of Trust (which are delivered to you herewith together with the Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of the Deed of Trust, the estate now held by you under the Deed of Trust. Please mail the reconveyance and related documents to:

Date: _____ 20____
Credit Union: _____
By: _____
Its: _____