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WHEN RECORDED, MAIL TO:

OnPoint Community Credit Union
Lending Services
P.O. Box 3750
Portland, OR 97208

LEX/FIDELITY NATIONAL TITLE CO.
WAPR1706493CNE

OnPoint® COMMUNITY CREDIT UNION

P.O. Box 3750
Portland, OR 97208
(503) 228-7077

HomEquity

LINE OF CREDIT DEED OF TRUST

Grantor(s):

Mark J. Osterman, Trustee or his Successor in trust under the Mark J.Osterman Living Trust Dated 21 January 2014

Grantee(s):

OnPoint Community Credit Union

Legal Description:

LOT 11, OF THE MAPLE TRACTS NO. 3, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN BOOK "A" OF PLATS, ON PAGE 144, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

Assessor's Property Tax Parcel or Account No.: **03072520030000**

Reference Numbers of Documents Assigned or Released:

*Legal description referenced on pg.1

THIS DEED OF TRUST is given on **August 1, 2017**, by **Mark J. Osterman, Trustee or his Successor in trust under the Mark J.Osterman Living Trust Dated 21 January 2014** ("Borrower"), to the Trustee, **Trustee Services Inc.**

("Trustee"), for the benefit of OnPoint Community Credit Union as beneficiary, a credit union organized and existing under the laws of Oregon, whose address is P.O. Box 3750, Portland, OR 97208 ("Lender").

Borrower does hereby irrevocably grant and convey to Trustee, in trust, with power of sale, the following described property located in the County of **SKAMANIA**, State of Washington:

which has the street address of **232 STEWART ROAD**
STEVENSON **WA** **98648**

together with (i) all improvements, buildings or structures of any nature whatsoever, now or hereafter erected on the property, (ii) all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, now or hereafter located under, on or above the property, (iii) all rights, privileges, rents, royalties, mineral, oil and gas rights and profits, tenements, hereditaments, rights-of-way, easements, appendages, appurtenances, or riparian rights now or hereafter belonging or in any way appertaining to the property, and (iv) all of Borrower's right, title and interest in and to any streets, rights-of-way, alleys or strips of land now or hereafter adjoining thereto, including any replacements and additions to any of the foregoing. All of the foregoing is collectively referred to in this Deed of Trust as the "Property."

THE PROPERTY IS NOT USED PRINCIPALLY FOR AGRICULTURAL PURPOSES.

Complete if Applicable:

The Property is part of a condominium project known as _____.

The Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

The Property is in a Planned Unit Development known as _____.

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Unofficial Copy

DEED OF TRUST (continued)

This Deed of Trust is given to secure to Lender the following:

1. The repayment of all indebtedness, including principal, finance charges at a rate which may vary from time to time, taxes, special assessments, insurance, late fees, and any other charges and collection costs due and to become due ("Debt") under the terms and conditions of the Home Equity Open-end Credit Plan, Truth in Lending Disclosure Statement and Credit Agreement made by Borrower and dated the same day as this Deed of Trust, including any and all modifications, amendments, extensions and renewals thereof ("Plan").

2. The payment of all other sums advanced in accordance therewith to protect the Property, with finance charges thereon at a rate which may vary as described in the Plan. BORROWER HAS PROMISED TO PAY ALL INDEBTEDNESS IN REGULAR PERIODIC PAYMENTS AND TO PAY THE INDEBTEDNESS IN FULL NOT LATER THAN **8/1/2047**, ITS MATURITY DATE.

This Deed of Trust secures a Home Equity Open-end Credit Plan and the following provisions apply:

THIS DEED OF TRUST IS FOR THE PURPOSE OF SECURING A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST. THE MAXIMUM AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT IS $ **10,000.00**. The Agreement has a credit limit of **Ten Thousand Dollars** ($ **10,000.00**) unless the limit is increased and a notice of such increase is recorded in the Office of the County Auditor in the county where this Deed of Trust or memorandum thereof has been recorded. This Deed of Trust shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of Lender, or otherwise, as are made within **Thirty** (**30**) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust, although there may be no advances made at the time of the execution of this Deed of Trust and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Deed of Trust shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for recording in the Office of the County Auditor in the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which Lender may make under this Deed of Trust, the Agreement or any other document with respect thereof) at any one time outstanding shall not exceed the credit limit set forth above plus interest and late charges accruing thereon and any advances or disbursements which Lender may make pursuant to the terms of this Deed of Trust, the Agreement or any other document with respect thereto, including but not limited to payment for taxes, special assessments or insurance on the Property and the interest on such disbursements. This Deed of Trust is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby. The unpaid balance of the revolving credit loan may at certain times be zero. A zero balance does not terminate the revolving credit loan or Lender's obligation to advance funds to Borrower. Therefore, the lien of this Deed of Trust will remain in full force and effect notwithstanding any zero balance.

A. REPRESENTATIONS

Borrower hereby represents to Lender as follows:

1. **Validity of Security Documents.** (a) The execution, delivery and performance by Borrower of the Agreement, this Deed of Trust and all other documents and instruments now or hereafter, furnished to Borrower to evidence or secure payment of the Debt (the "Security Documents"), and the borrowing evidenced by the Agreement, will not violate any provision of law, any order of any court or other agency of government, or any deed of trust, indenture, trust agreement or other instrument to which Borrower is a party or by which Borrower or any of Borrower's property is bound, or be in conflict with, or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such deed of trust, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Borrower's property or assets, except as contemplated by the provisions of the Security Documents; and

(b) The Security Documents, as and when executed and delivered by Borrower, constitute the legal, valid and binding obligations of Borrower in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.

2. **Other Information.** All other information, reports, papers and data given to Lender, or to Lender's legal counsel, with respect to Borrower, the Property, or the loan evidenced by the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter.

3. **Title.** Borrower has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Deed of Trust. Borrower will preserve its title to the Property and will forever covenant and defend the same to Lender and will forever covenant and defend the validity and priority of the lien of this Deed of Trust.

4. **Litigation.** There is not now pending or threatened against or affecting the Property, nor, to the knowledge of Borrower, is there contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would impair or adversely affect the value or operation of the Property.

5. **Environmental Indemnity.** Borrower shall indemnify and hold Lender harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Lender on account of (i) the location on the Property of any chemicals, material, substance, or contaminant (including, without limitation, oil, petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste), the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Borrower or any prior owner or occupant of the Property to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

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B. ADDITIONAL COVENANTS

Until the entire Debt shall have been paid in full, Borrower covenants and agrees as follows:

6. **Payment of Indebtedness.** Borrower shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Plan, this Deed of Trust, and the Security Documents. The entire indebtedness, if not sooner paid, is due and payable 30 years from the date of this Deed of Trust. **Time is of the essence of this Deed of Trust.**

7. **Funds for Taxes and Insurance.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Plan, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premiums for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender may require a "cushion" to be maintained in the account equal to one-sixth of the estimated total amount of taxes, insurance, premiums and other charges that are to be paid annually, or such other amount as required or allowed by law. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to be paid and maintained for said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

8. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Plan and paragraphs 6 and 7 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 7 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Plan.

9. **Hazard 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," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

WARNING

UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY YOUR AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS

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DEED OF TRUST (continued)

INSURANCE MAY BE ADDED TO YOUR LOAN BALANCE. IF THE COST IS ADDED TO THE LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY APPLICABLE MANDATORY LIABILITY INSURANCE LAWS.

10. **Repair.** Borrower shall keep the Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof. Borrower agrees not to permit or allow any waste of the Property or make or permit to be made any material alterations or additions to the Property that would have the effect of diminishing the value thereof or that will in any way increase the risk of any fire or hazard arising out of the construction or operation thereof. Borrower agrees not to alter or remove any structure or fixture in the Property without Lender's prior written consent. Borrower shall prevent any act or thing which might adversely effect or impair the value or usefulness of the Property. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents. Borrower warrants that the Property has not been and will not be, during the period of Deed of Trust remains a lien on the Property, used for the creation, manufacture, treatment, storage, or disposal of any hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, and other applicable federal and state laws or regulations and amendments.

11. **Restoration Following Uninsured Casualty.** In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any Insurance Policy resulting in damage to or destruction of the Property, Borrower shall give notice thereof to Lender and Borrower shall promptly at Borrower's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

12. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Borrower has abandoned the Property, determination of which shall be made by Lender, using reasonable means for doing so, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and its rights under this Deed of Trust, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this paragraph, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this paragraph. Any amounts disbursed by Lender pursuant to this paragraph, with finance charges thereon, at the rate provided in the Plan, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this Paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

13. **Compliance with Laws.** Borrower shall promptly and faithfully comply with, conform to and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising functions, which may be applicable to it or to the Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Property.

14. **Performance of Other Agreements.** Borrower shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever that involves the Property including, without limitation, all rules and regulations of a homeowners or condominium association if the Property is part of a condominium, cooperative, phased development or other homeowners association.

15. **Inspection.** Borrower shall permit Lender, and parties designated by Lender, at all reasonable times, to inspect the Property, provided that Lender shall give Borrower notice prior to such inspection, specifying reasonable cause therefor related to Lender's interest in the Property.

16. **Hold Harmless.** Borrower shall, at Borrower's sole cost and expense, save, indemnify and hold the Lender, its officers, directors, employees and agents, harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Borrower, except as may be the direct result of Lender's negligence. Borrower shall pay all expenses incurred by the Lender in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of Lender.

17. **Expenses.** Borrower shall pay or reimburse Lender for all reasonable costs and expenses paid or incurred by Lender in any action, proceeding or dispute of any kind in which Lender is made a party or appears as party plaintiff or defendant, involving any of the Security Documents, Borrower, or the Property, including, without limitation, to the foreclosure or other enforcement of this Deed of Trust, any condemnation involving the Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Borrower shall be treated as Advances in accordance with Paragraph 18 thereof.

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DEED OF TRUST (continued)

18. **Advances.** In the event Borrower fails to perform any act required of Borrower by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents, Lender may, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Lender shall not have the effect of curing any Event of Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Lender, together with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under this Deed of Trust and the Agreement, shall be immediately due and payable and shall be added to the Debt. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Deed of Trust as though originally a part of the principal amount of the Debt.

19. **Use Violations.** Borrower shall not use the Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.

20. **Taxes; Liens.** Borrower shall pay all taxes, assessments, charges, fines, leasehold payments or ground rents, and impositions attributable to the Property. To the extent these are escrow items, they shall be paid in accordance with the "Funds for Taxes and Insurance" paragraph. Borrower shall not, without the prior written consent of Lender, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Property or income therefrom other than the Security Documents ("Liens"). In the event Borrower fails to promptly discharge any such Liens, Lender may, but shall not be obligated to, do so and any amounts paid or incurred by Lender (including reasonable attorney's fees in connection therewith), shall be treated as Advances in accordance with Paragraph 18 hereof.

21. **Transfer of the Property.** Borrower shall not sell, convey, transfer or assign the Property or any beneficial interest therein or any part thereof, whether by operation of law or otherwise, without the prior notice and the prior written consent of Lender. In the event of such a sale, conveyance, transfer or assignment, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by applicable law as of the date of this Deed of Trust.

If Lender exercises Lender's option to require immediate payment in full, 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 Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Plan and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Plan.

22. **Default; Termination and Acceleration; Remedies.**

22.1 Default: Each of the following events shall constitute an event of default ("event of default") under this Deed of Trust: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Deed of Trust or the Plan; (2) Borrower does not meet the repayment terms of the Plan; (3) Borrower's actions or inactions adversely affect the Lender's rights in the Property secured by this Deed of Trust; (4) Borrower fails to perform any obligations undertaken by Borrower by terms of the Deed of Trust or the Plan; or (5) Borrower dies. If an event of default occurs, then prior to exercising any rights or remedy provided for in this Deed of Trust and prior to acceleration, Lender shall give notice as provided in paragraph 34 hereof and as required by applicable law. The notice shall specify: (a) the event of default; (b) the action required to cure the event of default; (c) the date, not less than **thirty** days (or any longer period required by applicable law) from the date the notice is mailed to Borrower by which date the event of default must be cured; (d) that failure to cure the event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property; and (e) any other information required by applicable law.

22.2 Termination and Acceleration: If an event of default shall occur and be continuing, Lender may, at its option, terminate the Plan and declare the unpaid portion of the Debt to be immediately due and payable, without further notice or demand (each of which is expressly waived by Borrower), in which event Borrower shall pay the entire outstanding balance immediately.

22.3 Remedies and Enforcement of Deed of Trust: Upon the occurrence of any termination and at any time thereafter, Trustee or Lender 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 Property, the Trustee shall have the right to foreclose by notice and sale, and Lender 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) Trustee and Lender shall have any other right or remedy provided in the Deed of Trust, or the Plan. Lender may file an action against Borrower to collect the Indebtedness and obtain judgment against Borrower. Any such action and any judgment obtained shall not extinguish the Deed of Trust, and shall not render the Deed of Trust unenforceable, or otherwise preclude Lender from foreclosing the Deed of Trust by judicial means.

(c) Lender, with or without entry, personally or by its agents or attorneys, insofar as applicable, may:

(i) request in writing that Trustee or Trustee's authorized agent sell the Property, in accordance with the Deed of Trust Act of the State of Washington (as amended), at public auction to the highest bidder, and apply the proceeds of such sale as provided by law. Any person, including Lender, may bid and become the purchaser at the trustee's sale;

(ii) upon sale of the Property at a trustee's sale, Trustee shall deliver to the purchaser at such sale a trustee's deed, which shall convey to the purchaser the interest in the Property which Borrower had or had the power to convey at the time of the execution of this Deed of Trust, and such as Borrower may have acquired thereafter. The trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.

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(iii) take steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Agreement or in this Deed of Trust, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Lender shall elect;

(iv) collect any rents, profits, or other amounts due Borrower from any lease, land contract, or other agreement by which Borrower is leasing or selling any interest in the Property, and exercise Borrower's rights and remedies under such agreements, to the extent permitted by law. Lender shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment Lender receives or to present or file any claim or take any other action to collect or enforce the payment of any amounts Lender is entitled to under this Deed of Trust;

(v) pay on Borrower's behalf all or any part of the debt and obligations then secured by any prior mortgage, deed of trust or other lien, whether or not they are then due and payable and whether or not Borrower is then in default under the prior mortgage, deed of trust or lien. However, Lender will not be required to do so. Any payment Lender makes shall become part of the Debt, and shall be payable on Lender's demand, together with interest at the same rate as the Debt bears from time to time;

(vi) obtain or update commitments for title insurance, tax histories or title searches concerning the Property. Any amounts that Lender spends in doing so will become part of the Debt;

(vii) exercise any of Borrower's rights and options under any lease, land contract, or other agreement by which Borrower is leasing or purchasing any interest in the Property, including any option to purchase the Property or to renew or extend the term of the lease, land contract, or other agreement, or to prepay in whole or in part the lease, land contract or other agreement. Lender will have no obligation to exercise any such right or option; or

(viii) enforce this Deed of Trust in any other manner permitted under the laws of the State of Washington, including foreclosure of this Deed of Trust as a mortgage.

(d) **Appointment of Receiver.** At any time before or after the commencement of an action to foreclose this Deed of Trust, Lender shall be entitled to and may apply to the court for the appointment of a receiver of the Property, without notice or the requirement of bond (any and all such notice and bond being hereby expressly waived) and without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the Property. Such receiver shall have power to collect the receipts, rents, issues and profits of the Property, including during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Borrower, except for the intervention of such receiver, would be entitled to collect such receipts, rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property. Such receiver shall have all of the rights and powers permitted under the laws of the State of Washington. The receiver shall be authorized to apply the net income in its hands in payment in whole or in part of: (a) the Debt or any order or judgment foreclosing the lien of this Deed of Trust, or any tax, special assessment or other lien which may be or become superior to the lien and security interest hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a foreclosure sale and deficiency. The reasonable expenses, including receiver's fee, counsel's fees, costs and agent's commission incurred pursuant to the powers herein contained shall be secured hereby.

(e) **Remedies Cumulative and Concurrent.** The rights and remedies of Lender as provided in the Security Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Borrower or the Property, or any one of them, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by applicable laws, rules and regulations. If Lender elects to proceed under one right or remedy under this Deed of Trust or the Agreement, Lender may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Deed of Trust or the Agreement. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Nothing in the Agreement or this Deed of Trust shall affect Borrower's obligations to pay the Debt and perform its obligations in accordance with the terms thereof.

(f) **No Conditions Precedent to Exercise of Remedies.** Neither Borrower nor any other person now or hereafter obligated for timely payment of all or any part of the Debt shall be relieved of such obligation by reason of the acceptance by Lender of any payment after its due date, or the failure of Lender to comply with any request of Grantor or any other person so obligated to take action to foreclose on this Deed of Trust or otherwise enforce any provisions of this Deed of Trust or the Agreement, or by reason of the release, regardless of consideration, of all or any part of the security held for Debt, or by reason of any agreement or stipulation between any subsequent owner of the Property and Lender extending the time of payment or modifying the terms of this Deed of Trust or the Agreement without first having obtained the consent of Borrower or such other person; and in the latter event Borrower and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Lender.

(g) **Discontinuance of Proceedings.** In case Lender shall have proceeded to enforce any right under any of the Security Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Borrower and Lender shall be restored to their former positions and the rights, remedies and powers of Lender shall continue as if no such proceedings had been taken.

(h) **Attorneys' fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fee at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that are necessary at any time in Lender's opinion for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate set by the Agreement. Expenses covered by this paragraph include (without limitation) all attorney fees incurred by Lender to enforce or construe any term of this Deed of Trust, whether or not there is a lawsuit, the cost of searching records, obtaining title reports (including foreclosure reports), inspections of the Property, appraisal fees, title insurance, and fees for the Trustee. The term "attorneys' fees". wherever used in this Deed of Trust, shall include fees for bankruptcy proceedings and anticipated post-judgment collection actions.

(i) **Waiver, Election of Remedies.** A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not preclude pursuit of any other remedy. In all events, the Deed of Trust may

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DEED OF TRUST (continued)

be foreclosed, before or after, Lender has pursued any and all other remedies. An election by Lender to make expenditures or take action to perform an obligation of Borrower under this Deed of Trust after failure of Borrower to perform shall not affect Lender's right to take actions on the indebtedness and exercise its remedies under this Deed of Trust.

23. **Borrower's Rights to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the **eleventh** day before sale of the Property pursuant to any power of sale contained in this Deed of Trust. Those conditions are that Borrower: (a) pays Lender all sums which would then be due under this Deed of Trust and the Plan had no acceleration occurred; (b) cures all other events of default under this Deed of Trust and the Plan; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees, Trustee's fees, and costs of recording the notice of discontinuance of notice of Trustee's sale; and (d) takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust shall continue unchanged. Upon reinstatement by Borrower, this Deed of Trust 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 21.

24. **Condemnation.** In the event of any condemnation or other taking of any part or all of the Property, or for conveyance in lieu of condemnation, all awards or other compensation for such taking shall be paid to Lender for application on the Debt, provided that no such application shall result in additional interest or have the effect of curing any event of default or extending the time for making any payment due hereunder or under the Agreement.

25. **Prior Deed of Trust.** If this Deed of Trust is subject to a prior deed of trust, the lien of which is superior to the lien of this Deed of Trust, Borrower agrees to pay each installment of the debt secured by the prior deed of trust when it is due, whether by acceleration or otherwise. Borrower also agrees to pay and perform all other obligations of the Lender under the prior deed of trust. Borrower agrees to provide Lender with proof of payment or performance under the prior deed of trust whenever Lender requests it. If Borrower fails to pay any installment of principal or interest when it is due or if Borrower fails to pay or perform any other obligation under the prior deed of trust, Lender has the right, but not the obligation, to pay the installment or to pay or perform such other obligation on Borrower's behalf. Any amounts Lender spends in performing Borrower's obligations will become part of the Debt, payable by Borrower on Lender's demand, and will bear interest at the same rate as the Debt bears from time to time. Lender may rely upon any written notice of default under the prior deed of trust that Lender receives from the holder of the prior deed of trust even though Borrower questions or denies the existence, extent, or nature of the default. Borrower shall not renew, extend or modify the prior deed of trust, and shall not increase the debt secured by the prior deed of trust, without Lender's prior written consent.

26. **Survival of Warranties and Covenants.** The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Plan, and shall continue in full force and effect until the Debt shall have been paid in full.

27. **Further Assurances.** Borrower shall, upon the reasonable request of Lender, execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

28. **Recording and Filing.** Borrower shall cooperate with Lender to cause those Security Documents for which constructive notice must be given to protect Lender (and all supplements thereto) to be at all times recorded and filed, and re-recorded and re-filed, in such manner and in such places as Lender shall reasonably request, and Borrower shall pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum extent permitted by the laws of the State in which the recording or filing takes place.

29. **Loan Expenses.** Borrower shall pay all applicable costs, expenses and fees set forth in the Agreement.

30. **No Representation by Lender.** By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Lender, pursuant to this Deed of Trust, including (but not limited to any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal), Lender shall not be deemed to have arranged or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Lender.

31. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

32. **Incorporation of Agreement.** Each and every term, covenant and provision contained in the Plan is, by this reference, incorporated into this Deed of Trust as if fully set forth herein.

33. **Waiver of Homestead.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust.

34. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice provided for in this Deed of Trust shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid, addressed as follows or at such other address as may be designated by notice as provided herein:

If to the Borrower:

MARK JAY OSTERMAN
232 STEWART ROAD
STEVENSON WA 98648

If to the Lender:

OnPoint Community Credit Union
Lending Services
P.O. Box 3750
Portland, OR 97208

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DEED OF TRUST (continued)

35. **Covenants Running With the Land.** All covenants contained in this Deed of Trust shall run with the Land.

36. **Successors and Assigns.** All of the terms of this Deed of Trust shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Borrower and Lender, respectively, and all persons claiming under or through them provided that nothing in this Paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Deed of Trust.

37. **Multiple Borrowers.** Borrower's covenants and agreements hereunder shall be joint, several and primary. Any Borrower who co-signs this Deed of Trust but does not execute the Plan: (a) is co-signing this Deed of Trust only to deed, grant and convey the Property; (b) is not personally obligated to pay the Debt; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Deed of Trust or the Plan without that Borrower's consent.

38. **Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Plan conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Plan which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Plan are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

39. **Modification.** This Deed of Trust may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

40. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing debt secured by this Deed of Trust 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 reconveyance fee, recordation costs, and the Trustee's fee for preparing the reconveyance.

41. **Strict Performance.** Any failure by Lender to insist upon strict performance by Borrower of any of the terms and provisions of this Deed of Trust or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Deed of Trust or any of the Security Documents, and Lender shall have the right thereafter to insist upon strict performance by Borrower of any and all of them.

42. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder in accordance with applicable law. 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.

43. **Borrower's Copy.** Borrower shall be furnished a copy of the Plan and of this Deed of Trust at the time of execution or after recordation hereof.

44. **Headings.** The headings and the section and paragraph entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such paragraphs, sections and subsections.

45. **Riders.** If one or more riders are attached to and made a part of this Deed of Trust, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust.

46. **Use of Property.** Borrower represents and warrants that the Property is not currently used for agricultural, timber, or grazing purposes.

47. **Leaseholds; Assignment of Rents.** (a) If this Deed of Trust is on a leasehold, Borrower shall comply with all provisions of any lease. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. (b) Upon acceleration or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

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DEED OF TRUST (continued)

(REQUEST FOR NOTICE OF DEFAULTAND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST)

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action. Borrower hereby authorizes the holder(s) and/or assignees of any such prior trust deed or mortgage to provide lender with payoff information regarding any loan secured by such trust deed or mortgage.

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

X _____ X _____

MARK J OSTERMAN
Borrower

Borrower

X _____ X _____

MARK J OSTERMAN - Trustee
Borrower

Borrower

X _____ X _____

Borrower

Spouse or domestic partner

X _____

The spouse or domestic partner of _____ signs this Deed of Trust for the sole purpose of encumbering any and all interest she or he has in the property described in this Deed of Trust.

Borrower

Non-Borrower Owner(s): BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Borrower defaults. However, Non-Borrower is not personally obligated to repay the Debt contemplated in this Deed of Trust.

X _____ X _____

STATE OF Washington
COUNTY OF Clark **SS:**

I certify that I know or have satisfactory evidence that **MARK J OSTERMAN and MARK J OSTERMAN - Trustee** is (are) the person(s) who appear before me, and said person(s) acknowledge **he** signed this instrument and acknowledge it to **his** free and voluntary act for the uses and mentioned in this statement.

DATED: **08/01/2017**

Official (Seal)

DEBBIE COURTWAY
Notary Public
State of Washington
My Commission Expires
APRIL 28, 2021

Debbie Courtway
NOTARY PUBLIC
at Vancouver Wa
My appointment expires: 4/28/2021

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is holder of the Plan secured by this Deed of Trust. Said Plan, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said Plan and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

DATED: _____ _____

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