Skamania County, WA Total: \$211.50 Pgs=8

2022-001585

TRST

08/04/2022 10:22 AM

Request of: FINANCIAL DIMENSIONS, INC

eRecorded by: Simplifile

WHEN RECORDED, RETURN TO:

iQ Credit Union P.O. Box 1739 Vancouver, WA 98668

REVOLVING CREDIT DEED OF TRUST

Grantor(s):

BRUCE L, KOTZIAN AND KELLY N. KOTZIAN, HUSBAND AND WIFE

Grantee(s): iQ Credit Union

Legal Description:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF [90-002040] Gov Lot 2, S35,T3N, R8E W.M., Skamania County, WA

*Additional legal description is on page ____8

Assessor's Property Tax Parcel or Account Number: 03083500020000

THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

August 1st, 2022 THIS DEED OF TRUST is made on ., among the Trustor, BRUCE L. KOTZIAN AND KELLY N. KOTZIAN, HUSBAND AND WIFE

(herein "Borrower"), Clark Financial Services, Inc (herein "Trustee"), and the Beneficiary, iQ Credit Union
corporation organized and existing under the laws of Washington State
whose address is P.O. Box 1739
Vancouver, WA 98668-1739 (herein "Lender").

IN CONSIDERATION of the indebtedness herein recited and the trust herein created;
TO SECURE to Lender:
(1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Deed of Trust, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has

• CUNA MUTUAL GROUP, 1991, 2002, 11, **ALL RIGHTS RESERVED**

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agreed to make advances to Borrower under the terms of the Credit Agreement, advances will be of a revolving nature and may be made, repaid, and remade from tir time. Borrower and Lender contemplate a series of advances to be secured by this of Trust. The total outstanding principal balance owing at any one time under the Cagreement (not including finance charges thereon at a rate which may vary from tir time, and any other charges and collection costs which may be owing from time to under the Credit Agreement) shall not exceed Forty Thousand Dollars (\$40,000.00	me to Deed Credit ne to time e and er the ite of ity of ed in
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF	
SEE EXHIBIT A ATTACHED HERETO AND WADE A PART HEREOT	
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which has the address of	·
STEVENSON (Street) , Washington 98648-6582 (her	ein
(City) (Zip Code)	
"Property Address");	
TOGETHER with all the improvements now or hereafter erected on the property, an	đ all
easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remapart of the property covered by this Deed of Trust; and all of the foregoing, together with property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred as the "Property".	ain a said
Complete if applicable: This Property is part of a condominium project known as	
This Property includes Borrower's unit and all Borrower's rights in the common elements of condominium project. This Property is in a Planned Unit Development known as	the
	_

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

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2. Funds for Taxes and Insurance. 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 Credit Agreement, 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 condominum 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 premium installments 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 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 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. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

interest or earnings on the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

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 pay 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 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs is and 2 hereof shall be applied by Lender first in payment of amounts payable to ender by Borrower under paragraph 2 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 Credit Agreement.

4. Prior Mortgages and Deeds of Trust, including Borrower's shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrow

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.

by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. 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 or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents

documents.

7. 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. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, 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 7 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.

8. Inspection. Lender may make or cause to be made reasonable entries upon and

is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspections specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, 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.

10. 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'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 afforced by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound, Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Credit Agreement, (a) is co-si Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by First Class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First Class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. 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 Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Credit Agreement 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.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

16. Rehabilitation. Lende

Trust.

19. Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement 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 Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of

Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Security Instrument: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Security Instrument or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the

Property secured by this Security Instrument. If an event of default occurs, then prior to exercising any right or remedy provided for in this Security Instrument and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the event of default; (2) the action required to cure such event of default; (3) e date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; (4) that failure to cure such event of default on the 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 at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of (1) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and foreclosure, and (iii) any other matters regulate to be included in such rotate by applicable law. In a sum of the secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may provide the property at the property at the property and provide

recordation, if any.

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

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

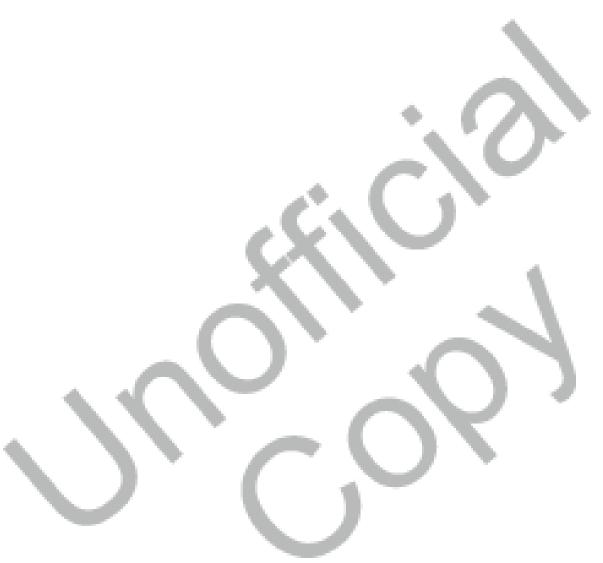
	SUPERIOR WORLDAGES		
Borrower and Lender rencumbrance with a lien which Lender's address set forth on encumbrance and of any sale	page one of this Deed of	of Trust, of any defa	d of trust or other e Notice to Lender, at ult under the superior
IN WITNESS WHEREOF, J	Borrower has executed th	is Deed of Trust.	
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	BRUCE L. KOTZIAN		TISA ON
	Borrower	rut JE	OTA
* Telly	y reu		y Comm. Expires
	KELLY N. KOTZIAN		taruary 23, 2025
\checkmark	Borrower	કું છ <u>ું</u> ં	No. 22018180 🗦 🗐
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CTATE OF WACHINGTON	Clork	Y 1	/ N.
State of Washington, $_$	Clark	County ss:	
On this <u>1st</u> undersigned, a Notary Public i personally appeared BRUCE L. P	day ofAug in and for the State of W KOTZIAN	gust 202 /ashington, duly comi	before me, the missioned and sworn,
KELLY N. KOTZIAN			
		, to	me known to be the
individual(s) described in and that they signed and sealed the uses and purposes therein	the said instrument as	oing instrument, and their free and volunt	acknowledged to me tary act and deed, for
WITNESS my hand and of	ficial seal affixed the day	and year in this certif	ficate above written.
My Commission expires: Feb.	23200 Millel	or St	Zashington residing at
	(total) I able in a	and for the State of the	vasimigron residing at
	REQUEST FOR RECON	VEYANCE	
TO TRUSTEE:			la.
The undersigned is the ho Credit Agreement, together wi paid in full. You are hereby o which are delivered hereby, a under this Deed of Trust to the	ith all other indebtedness directed to cancel said C nd to reconvey, without	secured by this Deed redit Agreement and warranty, all the est	d of Trust, have been this Deed of Trust.
Dated:		7	

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

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EXHIBIT A:

THAT PORTION OF LOTS 1 AND 2 OF HOME VALLEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 'A' OF PLATS, PAGE 26, RECORDS OF SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND GOVERNMENT LOT 2 OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, LYING NORTHEASTERLY OF THE TRACT OF LAND CONVEYED TO THE COUNTY OF SKAMANIA BY DEED DATED DECEMBER 10, 1917 AND RECORDED JANUARY 21, 1918, BOOK Q, PAGE 407 OF DEED RECORDS OF SKAMANIA COUNTY, WASHINGTON. INCLUDING THERETO A TRACT OF LAND LOCATED IN SECTION 35, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON CONVEYED TO SKAMANIA COUNTY, AS RECORDED BY DEED IN BOOK Q, PAGE 407 OF BOOK OF DEEDS, LYING EAST OF A LINE THAT IS 90 FEET EASTERLY OF THE CENTERLINE OF WIND MOUNTAIN ROAD NO. 30390, AS IT EXISTS AND USED ON MAY 1, 2007, PER ENGINEERING'S DRAWING FILE IN SKAMANIA COUNTY'S ENGINEERING OFFICE UNDER FILE NO. 8-8-A0-08.



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