Skamania County, WA Total: \$208.50 Pgs=5 TRST

2023-000488 04/10/2023 02:00 PM

**COLUMBIA GORGE TITLE- SKAMANIA** Request of:

eRecorded by: Simplifile

## This Space Provided for Recorder's Use

WHEN RECORDED RETURN TO: Consolidated Community Credit Union 1033 NE 6th Ave Portland, OR 97232

## DEED OF TRUST (LINE OF CREDIT TRUST DEED)

Grantor(s): Carlos Vasquez Baron and Yahara Leticia Vazquez, husband and wife

Grantee(s): Consolidated Community Credit Union

## Legal Description:

Lot 3, CAM ACRES SUBDIVISION, according to the plat thereof, recorded in Auditor's File Number 2020000146, in the County of Skamania, State of Washington.

Assessor's Property Tax Parcel or Account No.: 03-08-21-2-0-2811-00

Reference Numbers of Documents Assigned or Released:

DATED: 4/5/2023 BETWEEN: Carlos Vasquez Baron and Yahara Leticia Vazquez, husband and wife ("Trustor," hereinafter "Grantor,") whose address is 62 CAM DRIVE CARSON, WA 98610 AND: Consolidated Community Credit Union Beneficiary ("Credit Union.") whose address is 1033 NE 6th Ave Portland, OR 97232 AND: COLUMBIA GORGE TITLE ("Trustee."), whose address is 41 SW Russell Avenue, PO Box 277 Stevenson, WA 98648 Grantor conveys to Trustee for benefit of Credit Union as heneficiary 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 accessories, 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 chock < 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 \$\frac{300,000,00}{300,000}\$ 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 ideted \( \frac{4/5/2023}{4/5/2023}\) (In Oregon, for purposes of ORS 88.110 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 roadvanced 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 lift 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.

The term "indebtedness" as used in this Deed of Trust, shall mean the debt to Credit Union described above, including interest thereon as described in the credit agreement, plus (a) any amounts expended or advanced by Credit Union to discharge Grantor's obligations hereunder, and (b) any expenses incurred by Credit Union or Trustee to enforce Grantor's obligations hereunder, with interest thereon at the rate of Agreement.

The credit agreement describing the repayment terms of the indebtedness, and any notes, agreements, or documents given to renew, extend or substitute for the credit agreement originally issued is referred to as "the Agreement." The rate of interest on the Agreement is subject to indexing, adjustment, renewal,

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

This Deed of Trust including the security interest is given to secure payment of the Indebtedness and performance of all Grantor's obligations under this Deed of Trust and the Agreement and is given and accepted under the following terms:

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

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

  2. Possession and Maintenance of the Property.

  2.1. Possession. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Income from the property.
- from the property
- Duty to Maintain. Grantor shall maintain the Property in first class condition and promptly perform all repairs and maintenance necessary to
- 2.3 Nulsance, Waste. Grantor shall neither conduct or permit any nulsance nor commit or suffer any strip or waste on or to the Property or any portion thereof including without limitation removal or alienation by Grantor of the right to remove any timber, minerals (including oil and gas), or gravel or rock products.
- 2.4 Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Credit Union. Credit Union shall consent if Grantor makes arrangements satisfactory to Credit Union to replace any improvement which Grantor proposes to remove with one of all least equal value. "Improvements" shall include all existing and future buildings istructures, and parking facilities.

  2.5 Credit Union's Right to Enter. Credit Union, its agents and representatives, may enter upon the Property at all reasonable times to attend to Credit Union's tolerated and to inscred the Democratic.

- to remove with one of al least equal value. Improvements shall include a measuring our indust substances and all reasonable times to attend to Credit Union's Right to Enter. Credit Union's Right to Enter. Credit Union's interest and to inspect the Property.

  2.6 Compliance with Governmental Requirement. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Credit Union is witting prior to doing so and Credit Union's interest in the Property is not jeopardized.

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

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

  2.9 Hazardous Substances. Grantor represents and warrants that the Property has not been and will not be, during the period this deed remains a len on the Property, used for the creation, manufacture, treatment, storage, or disposal of any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, and other applicable federal and state laws or regulations and amendments. Grantor create any duty or liability to Grantor or any hird party. Grantor synapse to inspections and tests as Credit Union may deem appropriate to determine compliance of the Property that this paragraph, which shall survive the payment of the indebtedness and satisfaction of this Deed of Trust.

  3. Taxes and Liability to Gra

- compliance of the Property with this paragraph. Credit Union's respections and leash shall be for Credit Union's purposes only and shall not be for the enemity or create any duty or iobility for Grantor or any third party. Grantor graves to indemnify and hold Credit Union harmiess against any and all claims and losses including attorney fees resulting from a breach of this paragraph, which shall survive the payment of the indebtedness and salisation of this Deed of Trust.

  3. Taxes and Liens.

  3. Payment. Grantor shall pay with the before they become delinquent all taxes and assessments levied against or on account of the Property, and shall purpose the property of the property

- 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, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient,

Borrower shall upon demand pay any deficiency to Credit Union. The reserve funds shall be held by Credit Union as a general deposit from Borrower and shall constitute a noninterest bearing debt from Credit Union to Borrower, which Credit Union may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Credit Union does not hold the reserve funds in trust for Borrower, and 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, the 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 any remedies to which Credit Union may be entitled on account of the default. Credit Union shall not by taking the required action cure the default so as to bar it from any remedy that it otherwise would have had.

6. Warranty; Defense of Title.

6.1 Title. Grantor warrants that it holds marketable title to the Property in fee simple free of all encumbrances other than those set forth in Section 17 or in any policy of title insurance issued in favor of Credit Union in connection with the Deend 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 proceeding is commenced that questions Grantor's title or the interest of Credit Union or Trustee under this Deed of Trust.

7. Condemnation.

- 7.1 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 mean the award after payment of all reasonable costs, expenses, and attorneys fees necessarily paid or incurred by Grantor, Credit Union, or Trustee in connection with the condemnation.
  7.2 Proceedings. If any proceedings in condemnation are filled, 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 which the taxpayer is authorized or required to educt from payments on the Indebtedness secured by a trust deed or security agreement.

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

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

8.2 A specific tax upon trust deeds or upon all or any part of the hisbhetdness secured by a trust deed or security agreement. The section of the indebtedness or on payments on the indebtedness secured by a trust deed or security agreement chargeshelle against the Credit Union or the holder of the Agreement secured.

9. A specific tax on all or any profition of the indebtedness or on payments of principal and interest made by General secured.

9. Power and Chilgations of Trustee.

9. Powers of Trustee. In addition to all powers of Trustees 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 Grantzr.

9. Powers of Trustee. In addition to all powers of Trustees. In addition to all powers of Trustees in a distinct on a power of Trustee of the Property upon the request of Credit Union and the Property upon the request of Credit Union and the Property of the Interest of Credit Union under the Used of Trust or the interest of Credit Union under the Used of Trust or the interest of Credit Union under the Used of Trust or the interest of Credit Union under the Used Trust or the interest of Credit Union under the Used Trust or the interest of Credit Union under the Used Trust or the interest of Credit Union under the Used Trust or the interest of Credit Union under the Used Trust or the interest of Credit Union under the Used Trust or the Interest was a trust of the Credit Union or proceeding in which Credit Union in the Credit Union to terminate and accelerate the Indebtedness under this Deed of Trust.

1.1 Scale Trust or the Agreement and Credit Union or any or the Union or the Credit Union or the Credit Union or the Agreement of the Union or any or the Trustee, which evolution is a company or any or the Trustee, and Cre

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

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

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

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

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

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

  c) Change in Terms. The Agreement permits Credit Union to make certain changes to the terms of the Agreement at specified times or upon the occurrence of specified events.

  14. Actions upon Termination.

  14.1 Remedies. Upon the occurrence of any termination and at any time 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 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 Presonal 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 recurie any tenant or other user to make payments of rent or use fees directly to Credit Union is the Income is collected by Credit Union, the Grantor irrevoca

- of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Credit Union shall not disqualify a person from serving as a receiver.

  e) If Grantor remains in possession of the Property after the Property is sold as provided above or Credit Union otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at will of Credit Union or the purchaser of the Property and shall pay while in possession a reasonable rental for use of the Property.

  f) If the Real Property is submitted to unit ownership, Credit Union or its designee may vote on any matter that may come before the members of the association of unit owners, pursuant to the power of attorney granted Credit Union in Section 16.2.

  g) Trustee and Credit Union shall have any other right or remedy provided in this Deed of Trust, or the Note.

  14.2 Sale of Property. In exercising its rights and remedies, the Trustee or Credit Union, shall be free to sell all or any part of the Property together or separately, or to sell certain portions of the Property and refrain from selling other portions. Credit Union, shall be entitled to bid at any public sale on all or any portion of the Property.

  14.3 Notice of Sale. Credit Union shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other Intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fen days before the time of the sale or disposition.

  14.4 Walver, Election of Remedies. A walver 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 strid compliance with that provision or any other provision. Election by Credit Union to be used of Trust after failure of Grantor to perform shall not affect Credit Union's right to take actions on the indebtednes

15. Notice.

Any notice under this Deed of Trust shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective on the second day after being deposited as first-class registered or certified mall, postage prepaid, directed to the address stated in this Deed of Trust. Unless otherwise required by applicable law, any party may change its address for notices by written notice to the other parties. Credit Union requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Credit Union's address, as set forth on page one of this Deed of Trust. If the Property is in California, the notice shall be as provided by Section 2924b of the Civil Code of California. If this property is in Virginia, the following notice applies: NOTICE — THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

16 Miscellaneous.

- 16. Miscellaneous.

  16. Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, and subject to the provisions of applicable law with respect to successor trustees, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and
- on approache law with respect to successor trustees, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns.

  16.2 Unit Ownership Power of Attorney. If the Real Property is submitted to unit ownership, Grantor grants an irrevocable power of attorney to Credit Union to vote in its discretion on any matter that may come before the members of the association of unit owners. Credit Union shall have the right to exercise this power of attorney only after default by Grantor and may decline to exercise this power, as Credit Union shall have the right to exercise this power of attorney only after default by Grantor and may decline to exercise this power, as Credit Union shall have the right to exercise this power of attorney only after default by Grantor and may decline to exercise this power, as Credit Union shall have the right Union as the state in which the proparties of the property less all cash expenditures made in connection with the operation of the Property.

  16.4 Applicable Law. The law of the state in which the Property is located shall be applicable for the purpose of construing and determining the validity of this Deed of Trust and, determining the rights and remedies of Credit Union on default.

  16.5 Joint and Several Liability. If Grantor consists of more than one person or entity, the obligations imposed upon Grantor under this Deed of Trust shall be joint and several.

  16.6 Time of Essenca. Time is of the essence of this Deed of Trust.

  16.7 Use.

  a) If located in Idaho, the Property either is not more than twenty acres in area or is located within an incorporated city or village.

  b) If located in Idaho, the Property is not used principally for apriculture or farming purposes.

  c) If located in Montana, the Property is not used principally for apriculture or farming purposes.

- Financing Act of Montana.
  d) If located in Utah, this instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-1-19 et seq.

  16.8 Waiver of Homestead Exemption. Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of
- Trust.

  16.9 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 Credit Union, at Credit Union's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Credit Union, at Credit Union and recorded in the expose as successor trustee to any Trustee appointed hereunder by an 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 is the union of the property is under the property is under the power, and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution. 16.13 Statement of Obligation. If the Property is in California, Credit Union may collect a fee not to exceed the statutory maximum for furnishing the statement of obligation as provided by Section 2343 of the Civil Code of California.

  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.

Prior Indebtedness:     17.1 Prior Lien. The lien securing the Indebtedness of a prior obligation in the form of a:	secured by this Deed of Trust is and remains secondary and inferior to the lien securing paymen
(Check which Applies)	
Trust Deed	Other (Specify)
Mortgage	
Land Sale Contract	
The prior obligation has a current principal balance of §	and is in the original principal amount of
Agreement evidencing such indebtedness, or should an even applicable grace period therein, then your action or inaction s remedies under this Deed of Trust. 17.3 No Modifications. Grantor shall not enter into a has priority over this Deed of Trust by which that agreement	principal or any interest on the prior indebtedness is not made within the time required by the to default occur under the instrument securing such indebtedness and not be cured during an shall entitle the Credit Union to terminate and accelerate the indebtedness and pursue any of it to make the prior with the holder of any mortgage, deed of trust, or other security agreement which it is modified, amended, extended or renewed without the prior written consent of Credit Union as under a prior mortgage, deed of trust, or other security agreement without the prior written without the prior written as a prior mortgage, deed of trust, or other security agreement without the prior written and the prior written are the prior written and the prior written and the prior written are the prior written and the prior written and the prior written are the prior written and the prior written are the prior written and the prior written are the prior written and the prior written are the prior written are the prior written and the prior written are the prior written are the prior written are the prior written are the prior written and the prior written are the prior written ar
GRANTOR:	GRANTOR:
Carlos Vasquez Baron	3
1 Anharrel.	
Yahara Leticia Vazquez	

## ACKNOWLEDGEMENT 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	. 7/1
STATE OF OREGON	,	V
County of HOOD RIVER	) SS.	10
On this day personally appeared before	me Carlos Vasquez Baron, and Yahara Leticia Vazque	z
to me known to be (or in California, perso	onally known to me or proven to me on the basis of sa	tisfactory evidence to be) the
individual, or individuals described in and	who executed the within and foregoing instrument, an	nd acknowledged that THEY
signed the same as THEIR	free and voluntary act and deed, for the uses and	d purposes therein mentioned.
Given under my hand and official seal thi	1/ / 01 /:	, 20 23
	By: forla Mugulon	1/ riont
OFFICIAL STAMP KARLA ANGELICA PUENTE NOTARY PUBLIC - OREGON COMMISSION NO. 1002550	Notary Public in and for the State of: OREGON  Residing at: Hood River	
OMMISSION EXPIRES JULY 30, 2024	My commission expires: July 30	2, 2024
(To be	REQUEST FOR FULL RECONVEYANCE used only when obligations have been paid in full)	
То:	, Trustee	
The undersigned is the legal owner and Deed of Trust have been fully paid and sa the terms of this Deed of Trust or pursus (which are delivered to you herewith to	holder of all indebtedness secured by this Deed of Tatisfied, You are hereby directed, on payment to you of ant to statute, to cancel all evidence of indebtedness gether with the Deed of Trust), and to reconvey, with the trust, the estate now held by you under the Deed of trust, the estate now held by you under the Deed of trust, the estate now held by you under the Deed of trust, the estate now held by you under the Deed of trust, the estate now held by you under the Deed of trust, the estate now held by you under the Deed of trust.	of any sums owing to you under secured by this Deed of Trust ithout warranty, to the parties
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Date:	20	
Credit Union:		
By:	- Annual - A	
Its:		