



200203290222
Skagit County Auditor

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After recording, return to:
FIRST HORIZON HOME LOAN CORPORATION
10741 KING WILLIAM DRIVE
DALLAS, TEXAS 75220
ATTN: POST CLOSING MAIL CENTER 6708

Tax # 4071-024-000-0200

S-100438

**DEED OF TRUST
(WASHINGTON)**

LAND TITLE COMPANY OF SKAGIT COUNTY

THIS DEED OF TRUST is made on this **25TH** day of **MARCH, 2002**

The grantor is **DAVID E. WEST and KATHY D. WEST, TRUSTEES OF THE WEST FAMILY TRUST UNDER TRUST INSTRUMENT DATED JANUARY 24, 1994, FOR THE BENEFIT OF DAVID E. WEST AND KATHY D. WEST**

The trustee is **LAND TITLE COMPANY OF SKAGIT COUNTY, 111 EAST GEORGE HOPPER ROAD, BURLINGTON, WASHINGTON 98233** ("Trustee").

The beneficiary is **FIRST HORIZON CORPORATION d/b/a FIRST HORIZON HOME LOANS**

whose address is **4000 HORIZON WAY, IRVING, TEXAS 75063**

In this Deed of Trust, the terms "you", "yours" refer to the grantor(s). The terms "we", "us" and "our" refer to **FIRST HORIZON CORPORATION d/b/a FIRST HORIZON HOME LOANS** and its successors and assigns.

Pursuant to the Credit Agreement, you may incur indebtedness in amounts fluctuating from time to time up to the maximum aggregate principal amount of **ONE HUNDRED NINE THOUSAND AND 00/100ths** Dollars (U.S. \$ 109,000.00).

The Credit Agreement provides for the full debt to be paid by you in full no later than **APRIL 1, 2022**

You agree that this Deed of Trust shall continue to secure all sums now or hereafter advanced under the terms of the Credit Agreement including, without limitation, such sums that are advanced to you whether or not at the time the sums are advanced there is any principal sum outstanding under the Credit Agreement.

This Deed of Trust secures to us: (a) the repayment of the debt evidenced by the Credit Agreement, with interest, and all refinancings, renewals, extensions and modifications of the Credit Agreement; (b) the payment of all other sums, with interest, advanced under paragraph 7 of this Deed of Trust to protect the security of this Deed of Trust; and (c) the performance of your covenants and agreements under this Deed of Trust and the Credit Agreement. For this purpose and in consideration of the debt, you irrevocably grant and convey to the Trustee, in trust, with power of sale, the property located in the state of Washington. To wit:

LOT 24, "PLAT OF BAY VIEW", MCKENNA AND ELLIOTT'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Tax Parcel Number: 4071-024-000-0200

Which property has the address of: **13393 RECTOR ROAD
MOUNT VERNON, WASHINGTON 98273**

"Property Address".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

YOU COVENANT that you are lawfully seised of the estate hereby conveyed and have the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. You further represent and warrant to us that the property is not used principally for agricultural or farming purposes.

YOU AND WE covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** You shall pay when due the principal and interest owing under the Credit Agreement and all other charges due under the Credit Agreement.
2. **Payments of Taxes and Insurance.** You will pay, when due, all taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any).
3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Credit Agreement and paragraph 1 may be applied by us first to interest and other charges payable under the Credit Agreement and then to the remaining principal balance under the Credit Agreement.
4. **Prior Deeds of Trust; Charges; Liens.** You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Deed of Trust, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust or any advance under this Deed of Trust, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly.

You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Deed of Trust or any advance to be made under the Credit Agreement or this Deed of Trust.

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5. **Hazard Insurance.** You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose the insurer.

Insurance policies and renewals shall be acceptable to us and shall include a standard mortgagee clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

Insurance proceeds shall be applied to restore or repair the Property damaged, if we determine that restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Deed of Trust, whether or not then due, with any expenses paid to you. If you abandon the Property, or do not answer with 30 days our notice to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when notice is given.

Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. If this Deed of Trust is on a leasehold, you shall comply with the lease. If you acquire fee title to the Property, the leasehold and fee tide shall not merge unless we agree to the merger in writing.
7. **Protection of Our Rights in the Property; Mortgage Insurance.** If you fail to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce the laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Deed of Trust or any advance under the Credit Agreement or this Deed of Trust, appearing in court, paying reasonable attorney's fees, paying any sums which you are required to pay under this Deed of Trust and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this paragraph. Any amounts we pay under this paragraph shall become additional debts you owe us and shall be secured by this Deed of Trust. These amounts shall bear interest from the disbursement date at the rate established under the Credit Agreement and shall be payable, with interest, upon our request.

If we require mortgage insurance as a condition of making the loan secured by this Deed of Trust, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

8. **Inspection.** We may inspect the Property at any reasonable time and upon reasonable notice.
9. **Condemnation.** The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to us and shall be paid to us.

10. **You Are Not Released; For-** *KDW Lew* Extension of time for payment or



modification of amortization of the sums secured by this Deed of Trust granted by us to any of your successors in interest shall not operate to release your liability or the liability of your successors in interest. We shall not be required to commence proceedings against any successor in interest, 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 you or your successors in interest. Our forbearance in exercising any right or remedy shall not waive or preclude the exercise of any right or remedy.

11. **Successors and Assign Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Deed of Trust shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this Deed of Trust but does not execute the Credit Agreement: (a) is co-signing this Deed of Trust only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Credit Agreement, but is obligated to pay all other sums secured by this Deed of Trust; and (c) agrees that we and anyone else who signs this Deed of Trust may agree to extend, modify, forbear or make any accommodations regarding the terms of this Deed of Trust or the Credit Agreement without such person's consent.
12. **Loan Charges.** If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Credit Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Credit Agreement.
13. **Notices.** Unless otherwise required by law, any notice to you provided for in this Deed of Trust shall be delivered or mailed by first class mail to the Property Address or any other address you designate by written notice to us.
14. **Governing Law; Severability.** This Deed of Trust shall be governed by federal law and, except as preempted by federal law, by the law of jurisdiction in which the Property is located. 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 the Deed of Trust or the Credit Agreement which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Credit Agreement are declared to be severable.
15. **Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, which may be withheld or granted as we may determine in our sole unfettered discretion, we may, at our option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Deed of Trust.
16. **Sale of Agreement; Change of Loan Servicer.** The Credit Agreement or a partial interest in the Credit Agreement (together with this Deed of Trust) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Credit Agreement and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Credit Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.
17. **Hazardous Substances.** You shall not cause or permit the presence, use, disposal, storage, or release



of any Hazardous Substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance is affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Deed of Trust, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Deed of Trust, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

18. **Acceleration; Remedies.** You will be in default if (1) any payment required by the Credit Agreement is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation; or (3) you take any action or fail to take any action that adversely affects our security for the Credit Agreement or any right we have in the Property; or (4) any event occurs that permits us to accelerate the amounts due under the Credit Agreement. If a default occurs, we will give you notice specifying among other matters required by law: (a) the default; (b) the action required to cure the default; (c) a date not less than 30 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the 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. The notice shall further inform you of any right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you have to acceleration and sale. If the default is not cured on or before the date specified in the notice, we at our option may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by applicable law. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees at trial and in any appeal and cost of title evidence. The power of sale conferred by this Deed of Trust and by applicable law is not an exclusive remedy; we may cause this Deed of Trust to be foreclosed as a mortgage.

If we invoke the power of sale, we shall mail or cause the Trustee to mail a notice of sale to you in the manner prescribed by applicable law. The Trustee shall give a notice of sale by public advertisement for the time and in the manner prescribed by applicable law. The Trustee, without demand on you, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order the Trustee determines. The Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. We or our designee may purchase the Property at any sale.

The Trustee shall deliver to the purchaser the Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. The Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not



limited to, reasonable attorneys' fees and the Trustee's fees as determined in accordance with applicable law; (b) to all sums secured by this Deed of Trust; and (c) the surplus, if any, shall be deposited with the clerk of the court of the county in which the Property is located.

19. **Release.** Upon your request and payment of all sums secured by this Deed of Trust, we shall request the Trustee to reconvey your estate in the Property to you upon payment to the Trustee of such compensation as the Trustee may be entitled under applicable law. We will also mark the Credit Agreement "paid" and return the Credit Agreement to you. You shall pay any recordation costs.
20. **Substitute Trustee.** We, at our option, may from time to time remove the Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee in this Deed of Trust and by applicable law.
21. **Riders to this Deed of Trust.** If one or more riders are executed by you and recorded together with this Deed of Trust, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were part of this Deed of Trust.

_____ Condominium Rider _____ 1-4 Family Rider _____ Planned Unit Development Rider
_____ Other(s) (specify)

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



DAVID E. WEST

Grantor



KATHY D. WEST

Grantor

Grantor

Grantor



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STATE OF Washington)
)ss:
COUNTY OF Snohomish)

On this day personally appeared before me

David E. West Trustee Individually and Kathy D. West Trustee and Individually
to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this

25th day of March, 2002

Notary public for

Ernest

My commission expires:

11-09-2002



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DESCRIPTION:

PARCEL "A":

Lot 24, "PLAT OF BAY VIEW", McKenna and Elliott's Second Addition, as per plat recorded in Volume 3 of Plats, page 19, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 29, Township 35 North, Range 3 East, W.M., lying North of Lot 24, "PLAT OF BAY VIEW", McKenna and Elliott's Second Addition, as per plat recorded in Volume 3 of Plats, page 19, records of Skagit County, Washington, and West of the East line of said tract.

Situate in the County of Skagit, State of Washington.



RIDER TO SECURITY INSTRUMENT

Loan No. 0028671105

Date: **MARCH 25, 2002**

The escrow of taxes and insurance required in Paragraph 2 of your Security Instrument (Deed of Trust/Mortgage/Security Deed) to First Horizon Corporation d/b/a First Horizon Home Loans (Lender), is hereby waived and you are notified that you are not required to deposit with Lender any of the amounts set forth in said paragraph, provided:

- (a) Escrows for future taxes and insurance premiums are being collected and maintained by the holder or servicer of the mortgage loan superior to our lien; or
- (b) If you pay your own taxes and insurance premiums, you fulfill your obligation to keep taxes and insurance premiums current with respect to the property secured hereby.

This waiver does not, in any way, release you from your obligation to make escrow payments of taxes and insurance to the holder of any prior mortgage, nor does it relieve you of your obligation to keep taxes and insurance premiums current with respect to the secured property.

All payments will be applied first to the accrued interest and next to the unpaid principal of your loan. The exact amount of your final payment, finance charge, and total of payments will be somewhat more or less than the amounts shown if we do not receive each payment on the scheduled payment date.

RECEIPT ACKNOWLEDGED:

David E West
DAVID E. WEST

Kathy D. West
KATHY D. WEST

3/25/2002
DATE

3/25/2002
DATE

DATE

DATE



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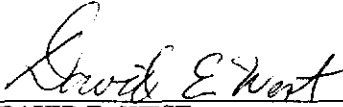
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RIDER TO SECURITY INSTRUMENT

Loan Number 0028671105

BY SIGNING BELOW, the undersigned Trustor(s) of the WEST FAMILY TRUST under trust instrument dated JANUARY 24, 1994, for the benefit of DAVID E. WEST AND KATHY D. WEST acknowledge(s) all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agree to be bound thereby.



DAVID E. WEST (Seal)



KATHY D. WEST (Seal)



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SIGNATURE PAGE ATTACHMENT

Loan Number 0028671105

BY SIGNING BELOW, the Borrower(s) accept(s) and agree(s) to the terms and covenants set forth herein and in any rider(s) executed by Borrower(s) here attached.

DAVID E. WEST, INDIVIDUALLY AND AS TRUSTEE and KATHY D. WEST, INDIVIDUALLY AND AS TRUSTEE Trustee(s) of the **WEST FAMILY TRUST**, under the trust instrument dated **JANUARY 24, 1994** for the benefit of **DAVID E. WEST AND KATHY D. WEST**.

BY SIGNING BELOW, the undersigned, Settlor(s) of the **WEST FAMILY TRUST** under trust instrument dated **JANUARY 24, 1994** for the benefit of **DAVID E. WEST AND KATHY D. WEST** acknowledge(s) all of the terms and covenants contained in this document and in any rider(s) thereto and agree(s) to be bound thereby.

David E West 3/25/02
DAVID E. WEST -Date

Kathy D. West 3/25/02
KATHY D. WEST -Date

-Date

-Date



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**INTER VIVOS REVOCABLE TRUST AS BORROWER -
ACKNOWLEDGMENT**

Loan Number 0028671105

BY SIGNING BELOW, the undersigned, **DAVID E. WEST, INDIVIDUALLY AND AS TRUSTEE and KATHY D. WEST, INDIVIDUALLY AND AS TRUSTEE** Settlor(s) of the **WEST FAMILY TRUST** under trust instrument dated **JANUARY 24, 1994**, for the benefit of **DAVID E. WEST AND KATHY D. WEST**

acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.



DAVID E. WEST

-Trust Settlor



KATHY D. WEST

-Trust Settlor

-Trust Settlor

-Trust Settlor



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INTER VIVOS REVOCABLE TRUST RIDER

Loan Number 0028671105

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The WEST FAMILY TRUST Trust created under trust instrument dated JANUARY 24, 1994, for the benefit of DAVID E. WEST AND KATHY D. WEST

(B) "Revocable Trust Trustee(s)." DAVID E. WEST, INDIVIDUALLY AND AS TRUSTEE and KATHY D. WEST, INDIVIDUALLY AND AS TRUSTEE, trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." DAVID E. WEST, INDIVIDUALLY AND AS TRUSTEE and KATHY D. WEST, INDIVIDUALLY AND AS TRUSTEE, settlor(s) of the Revocable Trust signing below.

(D) "Lender." FIRST HORIZON CORPORATION D/B/A FIRST HORIZON HOME LOANS

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural person signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:

13393 RECTOR ROAD, MOUNT VERNON, WASHINGTON 98273
[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this 25TH day of MARCH, 2002, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUST.

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to the Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

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The Revocable Trust Trustee(s) warrants to the Lender that (I) the Revocable Trust is validly created under the laws of the State of _____; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of WASHINGTON; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.

The Revocable Trust Trustee(s) shall provide timely notice to the Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. ADDITIONAL BORROWER(S).

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of Beneficial Interest; Transfer of the Property.

See KDW

If, without the Lender's prior written consent, (i) all or any part of the Property or any interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of the Security Instrument.



If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay all sums secured prior to the expiration of this period, the Lender may invoke any and all remedies permitted by the Security Instrument without further notice or demand on the Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

X David E. West, Trustee

Trustee of the WEST FAMILY TRUST Trust under trust instrument dated JANUARY 24, 1994 for the benefit of DAVID E. WEST AND KATHY D. WEST

X Kathy D. West, Trustee

Trustee of the WEST FAMILY TRUST Trust under trust instrument dated JANUARY 24, 1994 for the benefit of DAVID E. WEST AND KATHY D. WEST

David E. West, Individually
DAVID E. WEST -Borrower

Kathy D. West, Individually
KATHY D. WEST -Borrower

BY SIGNING BELOW, the undersigned Revocable Trust Settlor(s) acknowledges all of the terms and covenants contained in this Inter Vivos Revocable Trust Rider and agrees to be bound thereby.

X David E. West, Trustee (Seal)
-Revocable Trust Settlor

DAVID E. WEST

X Kathy D. West, Trustee (Seal)
-Revocable Trust Settlor

KATHY D. WEST