100899

STATE OF WASHINGTON

SK-14064/ES-363

DEED OF TRUST

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deeds of trust insured under the one- to four-family provisions of the National Housing Act.

02-07-36-2-3-1703-00
THIS DEED OF TRUST, is made this 27th day of March , 19_86 ,
BETWEEN James E. Chamberlin and Rikki R. Chamberlin, husband and wife , as Grantor,
whose address is 231 McEvoy Lane, Stevenson, Washington :
snd Skamania County Title Company , as Trustee,
whose address is 43 Russell Street, Stevenson, Washington 98648
Crown Mortgage Corporation /
as Beneficiary,
whose address is 1338 Commerce Ave., Longview, Washington 98632
Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in Skamania County, Washington:
Lot 30, AND THE WESTERLY 45 FEET OF LOT 31, OF AMENDED PLAT OF HILLTOP MANOR, ACCORDING TO THE PLAT RECORDED SEPTEMBER 18, 1961 AT PAGE 110 OF BOOK "A" OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.
CORRECTION
RE-RECORD TO ADD DATE TO RIDER TO DEED OF TRUST
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BY SKAMANIA CO. TITLE
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TOGETHER WITH all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.
THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of Fifty Three Thousand Six Hundred Twelve no/100 Dollars (\$53,612.00).
with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.
The Grantor covenants and agrees as follows: 1. That he will pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, Immerger, That written
Privilege is reserved to pay the debt, in whole or in part, on any installment due date. 2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the
terms of the note secured hereby, on the first day of each month until said note is fully paid, the following sums: (a) An amount, sufficient to provide the Beneficiary with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the secretary of
Housing and Urban Development, as follows: (I) If and so long as said note and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Beneficiary one (1) month prior to its due date the annual mortgage
insurance premium, in order to provide the Beneficiary who funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder; or (II) If and so long as said note and this instrument are held by the Secretary of Housing and Urban Development, a monthly
charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twenth (1/2) or contum of the average outstanding balance due on said note computed without taking into account delinquencies or
A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on such insurance policies as may be required under paragraph 9 hereof, satisfactory to Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the
Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments; and (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Reneficiary to the following items in the order set forth:
(1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge — (in lieu of morigage insurance premium), as the case may be; (11) ground tents, if any, taxes, special assessments, fire and other hazard insurance premiums;
pietered S (111) interest on the note secured hereby; and pietered S (1V) amortization of the principal of said note. Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due

(IV) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The arrangement provided for in paragraph 2 is solely for the added protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantee all rights of the Grantor with respect to any funds accumulated hereunder.

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3. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, the Beneficiary may collect, and the Grantor agrees to pay with such payment, a "late charge" of four cents (4) for each dollar (\$1) so overdue as liquidated damages for the additional expense of handling such delinquent payments.

4. If the total of the payments made by Grantor under (b) of paragraph 2 shall exceed the amount of payments actually made by Beneficiary for ground.

4. If the total of the payments made by Grantor under (b) of paragraph 2 shall exceed the option of Grantor, may be credited by Peneficiary on rents, taxes, assessments and insurance premiums, such excess, if the loan is current, at the option of Grantor, may be credited by Peneficiary on subsequent payments to be made by Grantor or refunded to Grantor. If however, the grantly payments are the grant payments to be made by Grantor or refunded to Grantor. rents, taxes, assessments and insurance premiums, such excess, if the loan is current, at the option of Grantor, may be credited by Reneficiary on subsequent payments to be made by Grantor, or refunded to Grantor. If, however, the monthly payments made under (b) of paragraph 2, shall not be sufficient to pay ground rents taxes, assessments and insurance premiums, when the same shall become due and payable, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when the payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance herewith, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor all payments made under the provisions of of paragraph 2, which Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated pursuant to (b) of paragraph 2. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable otherwise acquired, the balance then remaining in the funds accumulated

5. To keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to inspect the property at any time during reasonable hours. property at any time during reasonable hours.

6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

(a) To commence construction promptly and in any event within thirty (30) days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary, of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary, (b) To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof, (c) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice to Grantor of such fact, (d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with said

7. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with sale building or improvements.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. The property that is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

9. To keep the buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property insured as may be required 9. To keep the buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property insured as may be required to time by the Beneficiary and sole periods as from time to time by the Beneficiary and will pay promptly, when due, any premiums on such insurance provisions or payment of which has not may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provisions or payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof of loss directly to Beneficiary and the policies and renewals thereof loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss directly to Beneficiary instead of to Grantor and Beneficiary company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of

including cost of evidence of file and automory's fees, arising out of or incurred in connection with any such suit, action of proceedings and the sum of which expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and he sone and payable on of which a pay all feast left of evidence of till cand a resonable automory's fee in any proceeding or suit brought by Beneficiary to definand. To pay all feast left 1010 days before delinquent of tens, tasee, assessments and encumbrances, charges or theirs with interest, that may now or thereafter be levied, assessed or daimed upon thom has not been made heretofore, and encumbrances, charges or theirs with interest, that may lime appear or hereafter be levied, assessed or daimed upon thom has not been made heretofore, and upon request will exhibit to Beneficiary or therefore, and to pay stiff the property that is the subject of this Deed of Trust or any part thereof, which as any time appear or bereafter be levied, assessed or daimed upon thom has not been made heretofore, and upon request will exhibit to Beneficiary or therefore, and to pay stiff the property of the property stiff the property of the proper

damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default necessary of the pursuant to such notice.

19. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder or should this Deed and said note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development of attending to insure said note and this Deed, being deemed conclusive proof dated subsequent to eight (8) months' time from the date of this Deed, declining to insure said note and this Deed, being deemed conclusive proof of such incligibility), or should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force of such incligibility or should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force of such incligibility, or should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force of such incligibility or should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force of such and payable. No waiver by Beneficiary of any elabedness as a waiver of any subsequent default hereunder.

20. Upon default by Grantor shall be constitued as a waiver of any subsequent default hereunder.

20. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all the remarkers shall sell the trust property, in accordance with the Deed of Trust Act of the Beneficiary, Trustee shall sell the trust property, in accordance with t

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such appointment in the mortgage records of the county in which this Deed of Frust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. 22. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the property above described; or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail. This option may not be exercised by the benificiary when the ineligibility for insurance under the National Housing Act is due to the benificiaries failure to remit the Mortgage Insurance Premium to the Department of Housing and Urban Development. (SEAL) (SEAL) STATE OF WASHINGTON, COUNTY OF Skamania Beverly A. Stacy hereby certify that on this 27th
19 86, personally appeared before me James E. Chamberlin and Rikki hereby certify that on this I, the undersigned, March day of to me known to be the individual R. Chamberlin / theyigned and sealed the same as described in and who executed the within instrument, and acknowledged that free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal the day and year last above written. REQUEST FOR FULL RECONVEYANCE Do not record. To be used only when note has been paid. TO: TRUSTEE. The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder. Mail reconveyance to

m., and was duly recorded in Book o'clock , at A.D. 19 County, State of Washington, on page of Records of Mortgages of County Auditor

By

I hereby certify that this within Deed of Trust was filed in this office for Record on the

STATE OF WASHINGTON .

COUNTY OF

day

Deputy

HUD-92189T (3-79)

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Attachment I

STATE OF WASHINGTON

PHA NO. 569 0190380

RIDER TO DEED OF TRUST

14	
	This RIDER to DEED OF TRUST is attached to and made a part
o f	that DEED OF TRUST dated March 27 . 19 86
bet	tween
	GRANTOR James E. Chamberlin and Rikki R. Chamberlin, Husband and Wife.
	TRUSTEE Skamania County Title Company
	BENEFICIARY Crown Mortgage Corporation
1.	LUMP-SUM MORTGAGE INSURANCE PRENIUM:
	Grantor and Beneficiary acknowledge and agree that the HUD Mortgage Insurance Premium has been prepaid for the entire term of the loan secured by this Deed of Trust and will not be paid in monthly installments as required by the Deed of Trust. The terms and conditions of this Deed of Trust shall be construed and enforced consistent with such prepayment. In the event of prepayment of the loan secured by this Deed

2. ADDITION TO PARAGRAPH 19:

There is added to Paragraph 19 of the Deed of Trust the following: Beneficiary may not declare all sums secured hereby immediately due and payable because of the ineligibility for insurance under the National Housing Act if such ineligibility results from Beneficiary's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

ORANTOR James E. Chamberlin

CRANTORRikki R. Chamberlin