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Washington Mutual

MOBILE HOME DEED OF TRUST

AFTER RECORDING RETURN TO:

Washington Mutual Fed. Savings Bank 1205 Broadway Vancouver WA 98660

Attn: Jim Linker

Indexed, cir of Indirect.
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DEC 159 1

SKAMANIA CO. TITLE

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THIS DEED OF TRUST is between	David D	Esch and	Sharon M	Esch	2000	
THIS DEED OF TRUST is between whose address is MP 0.02L 2nd Str	eet, Carson	WA 98610				("Grantor");
Skamania County Title		1	1.35	а		= (Grantor y,
corporation, the address of which is	Stevenson W	ashingtor	ı 98111			
and its successors in trust and assigns ("T corporation, the address of which is 120"	rustee"); and V	VASHINGTO	ON MUTUA			
1. Granting Clause. Grantor h	ereby grants,	bargains,	sells and	convey	s to Tru	stee and its
successors in trust and assigns, in Trust					amania 🗀	
County, Washington, described below, ar	nd all interest i	n it Granto	r ever gets		_ 1	des

The South 25 feet of Lots 1 and 2, and all of Lot 3, Blck C, Town of Carson, Washington, as per the duly recorded plat thereof.

together with: all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property; and the mobile home referred to below and all its other attachments and accessories.

All of the property described in this Section 1 is called the "Property." To the extent any of the Property is personal property, Grantor grants Beneficiary, as secured party, a security interest in all such property, and this Deed of Trust shall constitute a security agreement between Grantor and Beneficiary.

The Property includes a 19 80 24 X 60 mobile home, Manufacturer Hillcrest Model , Serial Number 0283-0185-N . The mobile home shall be permanently affixed to the real estate and not severed or removed therefrom without the prior written consent of the Beneficiary.

2. Security. This Deed of Trust is given to secure performance of each promise of Grantor contained

herein and in a security agreement of the same date from Grantor to Beneficiary (the "Security Agreement") and the payment of "Wenty Five Thousand Six Hundred Seventy Seven Dollars and no/100 Dollars (\$ 25,677.00) (called the "Loan") with interest as provided in the promissory note which evidences the Loan (the "Note"), and any renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Beneficiary as provided in Section 10, and repayment of money advanced by Beneficiary under Section 6 or otherwise to protect the Property or Beneficiary's interest in the Property. All of this money is called the "Debt."

If this box is checked, the Note secured by this Deed of Trust provides for a variable rate of interest.

3. Representations of Granton tension was and a reference and frost

tap. Granthy is ineference or contract much surplet field the Property, which is in encombered except by easements, reservations, and restrictions of record out reconsistent with the intended use of the Property, and any existing real estate contract, mertgage or deed iff trust given in good faith and for value, the existence of which has been previously disclosed in writing to Repeticiary, and

(b) The Property's 9st used omediatily for adricultural or farming purposes

4. Promises of Grantor. Gragger promises

(a) To keep the Property in good repair, but to move, after or demolish the mobile home or any of the other improvements on the Property without Beneficiary's prior written consent; and not to sell or transfer the Property or any interest in the Property in violation of the provisions of Section 5

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property:

(c) To pay on time all lawful taxes and assessments on the Property.

(d) To perform on time all terms, covenants and conditions of any prior real estate contract. mortgage or deed of trust on the Property or any part of it and pay all amounts due and owing thereunder in a tahely manner

te). To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens. except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for pagnoses of this Section 4(e), and

the To keep the mobile home, and other amprovements on the Property insured by a company, satisfactory to Beneficiary against fire auditexteriors coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value, and to deliver evidence of spend to they analy transplantly reduce of an arrival case of the formula surable vilue, and to deliver evidence of such insurance coverage to Beneficiary Beneficiary has be named as the first loss payer on all such policies plus unit to a standard lender's loss payable cause. In exampling collected under any insurance policy may be capplied upon any indebtedness hereby second to the same manner as payments under the Note or, at Beneficiary's sole option, released to Granton in the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all egits of the Criston in currance policies then in force shall pass to the gurchaser at the Shenff's or Transier

5. Sale of Transfer of Property, the Court of the Property of any interest therein by Grantor. A sale or other transfer of the Property of any interest therein by Grantor. A sale or other transfer of the Property of any interest therein by Grantor without the full repayment.

of the Debt shall constitute an event of default biCreunder

6. Curing of Defaults. If Granter fails to comply with any of the covenants in Section 4, including all the terms of any prior real estate contract, mortgage or deed of trust. Beneficiary may take any action required to comply with any such coverants without waiving any other right or remedy it may have for Granter's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Granter shall be secured by this Deed of Trust. The amount spent shall bear interest at the Default Rate consider in the Note and he remediately Granter or demand. specified in the Note and be repayable by Grantor on demand-

Defaults: Sale.

Prompt performance under this. Deed of Trust is essential. If Grantor doesn't pay any installment. of the Loan on time, or if there is a breach of any of the promises contained in this Deed of Trust, the Security Agreement, or any other document securing the Loan, Grantor will be in default and the Debt and any other money whose repayment is secured by this Dood of Trust shall immediately become due and payable in full, at the option of Beneficiary, subject only to the notice requirements of Section 8 below. If Grantor is in default and Beneficiary elections its night to demand repayment in full, the total amount owed by Granter on the day repayment to take, dere ended including unpaid interest, shall bear interest at the Default Bate specified in the Note from the day repayment of full is demanded until repaid in full and, if Beneficiary so requests in writing. Trustee shall see the Property in accordance with the Deed of Trust Act of the State of Washington, at public auction to the bignest pudger Any person except Trustee may bid at the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and attorney's fee on to the obligations secured by this Deed of Trust; and (iii) the surplus, if any, shall be deposited with the Clerk of the Superior Court of the county in which the sale took place to be distributed in accordance with RCW 61.24 080.

- Trustee shall deliver to the purchase, at the sale its deed, without warranty, which shall convey to the purchase, the interest in the Property which Grantor had or the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. Trustee's deed stall have the facts showing that the sale was conducted in compliance with all the frequirements of law and of this Deed of Trust. This recital shall be prima facile evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.
- cause this Deed of Trust to be torrespend as a mortgage or sue on the Note according to law. In connection with any of the Property which is personal property. Beneficiary shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the state of Washington. During the pendency of any foreclosure or other realization proceedings. Beneficiary shall also have the right to collect the income, rents, and profits of the Property and apply the amounts so collected toward payment of the Debt in the manner provided in the Note and shall have the right to secure the appointment of a receiver for the Property, its income, rents and profits.
- (d) By accepting payment of any sum secured by this Deed of Trust after its due date. Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare a default for failure to so pay.
- 8. Notice and Opportunity to Cure Defaults. Except in the case of abandonment or other extreme circumstances. Beneficiary shall, at least thirty (39) days prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified in Section 7, send to Grantor, by certified mail, a notice of default specifying the nature of the default and in the case of a payment default, the such of the payments in default and any applicable rate charges. Grantor will have thirty (30) days from the postmarked default of such default notice to capable default and during such thirty (30) day period. Beneficiary shall not in the appears of extreme incurrent advantage the course Debt immediately due and payable in full and or pursue any of the attremental payable for certification. Section 7

The left of the fractioning facilities are less configure of 20 such default notices in any twelve at 20 sports percent of subsequent default, occur within that twelve (12) month period. Beceficiary may exercise to remain 8 to percent or negatively also within outce to Granter.

- 9. Condemnation: Eminent Domain in the effect of portrior of the Property is taken or damaged in an eminent growth property and the entire an
- 10. Fees and Costs, or interest apply, here if the control flustee's reasonable cost of searching records, offer their label extenses and question for any law of the proceeding to foreclose this forecast the time and associated proceeding which Beneficiary or Trustee is obliged go prosecute or defend to protect the time of the Deed of Trust or to otherwise protect its security; and in any other action taken by Beneficiar, to count the Dept inclining any disposition of the Property under the Uniform Commercial Code.
- 11. Reconveyance, frustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled hierarch on written request or character and Beneficiary, or upon satisfaction of the Debt and other obligations or course, does by sentitionary or the person entitled hierarch.
- 12. Trustee: Successor Trustee: In the execut of the geath and appears disability or resignation of frustee. Beneficiary shall appear in worting a processor frustee and apon the recording of such appointment in the mortgage records of the record, in which in the first is recorded, the successor Trustee shall be bested with all powers of the original frustee. It is seen to obligated to notify any party hereto of a pending sale under any other deed of trust or of any action of the deeding in which Grantor. Trustee or Beneficiary shall be a party unless, such action of the conduction of the frust by the Trustee.
- 13. Miscellaneous. This Devid of Trust shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors nuccessors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured by this Devel of Trust, whether or not that person is named as Beneficiary herein. The words used in this Devel of Trust referring to one person shall be read toggeter to more than one person if two or more have signed this Devel of Trust or become responsible for doing the things this Devel of Trust requires. This Devel of Trust shall be revertied by and construed in accordance with the laws of the state of Waster John. If any provision of this Devel of Trust is determined to be invalid under law, that fact shall not miss date any other provision of this Devel of Trust, but the Devel of Trust shall be construed as if not containing the particular grovings on a provision of the provision of this Devid to be invalid, and all remaining rights and obligations of the graties and leave the provision of the provision of

DATED AT	Vancouver	, Washington this_	27th day of	November	
19 <u>91</u> .					
GRANTOR(S):					p e
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* Sharon	M. loch				- '
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STATE OF WASHIN	JGTON)				
) ss.		ing and the second seco		•
COUNTY OFC	lark)	÷	Pa Pa		
On this day ne	ersonally appeared before	me David D	Esch a	nd Sharon M Esc	ch.
	the individuals described				
acknowledged that	they signed the same as	their free and volu	ntary act and de	eed, for the uses a	and purposes
therein mentioned.	hand and official sea this	₂ 27 [™]	day of	Naenber	10.91
WITHLOOMIN	Hall and Bird and Seat rais	- <u> </u>	day or		_, 13
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	19:51	residin	dat Vancon	or the state of Wa	smigion,
	OF WASHING	CX^{T}	Expires MAY	26,1993	•
eria Line est		T FOR FULL RECO		- 4	
To: TRUSTEE	Do not record. To b	e used only wher	n Note has bee	en paid.	
within Deed of Trus fully paid and satis you under the tern indebtedness secu warranty, to the p thereunder. Dated	ned is the legal owner anst. Said Note, together with slied; and you are hereby ms of this Deed of Trust, ured by this Deed of Trust parties designated by the	h all other indebter requested and director to cancel the Note cust, together with	dness secured lected, on payme above mention the Deed of	by this Deed of Trent to you of any s ned, and all other Trust, and to co	ust, has been ums owing to evidences of nvey, without
Mail reconvey	ance to		•		