SCR 17299

BY SKAMANIA COLTITUE

Oct 10 4 9 11 12

Recovery

GARY OLSON

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Registered

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SKAMANIA COUNTY TITLE 17249
AFTER RECORDING, MAIL TO:
WASHINGTON MUTUAL SAVINGS BANK

1201 MAIN STREET #VOB01ML

VANCOUVER, WA 98660

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on October 20th
9 92 . The grantor is MARCIA E DEBRUYN, an unmarried individual
\mathcal{M}
ASHINGTON CORPORATION ("Borrower"). The trustee is SKAMANIA COUNTY TITLE COMPANY, an
CHANGER XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Washington Mutual Savings Bank, which is organized and existing under the laws of Washington, and whose address is 1201. Third Avenue, Seattle, Washington, 98101 ("Lender"). Borrower owes Lender the principal sum ofFORTY-SEVEN
THOUSAND & 00/100 Dollers
U.S. \$ 47,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument 'Note'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1st, 2022
nterest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and
igreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to
rustee, in trust, with power of sale, the following described property located inSKAMANIA
County, Washington: LOT 8, BLOCK 6, PLAT OF RELOCATED NORTH BONNEVILLE, ACCORDING TO THE PLAT
THEREOF, RECORDED IN BOOK "B", PAGE 12 AND RE-RECORDED IN BOOK "B', PAGE
28, SKAMANIA COUNTY PLAT RECORDS.

which has the address of	608 SHAHALA		N. BONNEVILLE
		[Street]	(Chy)
Washington 98639		("Property Address");	
(20p C	(de)		

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

8ORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

WASHINGTON - Single Family - Fannie Mee/Freddle Mac UNIFORM INSTRUMENT

Form 3048 9/90

10000 (2-04)

Page 1 of 4

TO BE RECORDED

Loan #: 01-989-289299-0

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and

interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Storrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (Funde') for: (a) yearly taxes and assessments which may atta priority over this Security instrument as a lien on the Property; (b) yearly lesseshold payments or ground rents on the Property, if any; (c) yearly hezard or properly insurance premiume; (d) yearly flood insurance premiume, if any; (e) yearly mortgage insurance premiume, if any; and (f) any sume payable by Borrower to Lender, if accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These Rame are called "Escrow teme." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a ferterally related mortgage loan may require for Borrower's secrow account under the federal Roal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2801 et seq. ("RESPA"), unless another lew that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the secrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lénder shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funde held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the exceed Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow lame when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discreti

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquietion or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

on of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shell be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, or any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and lesechold payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person oved payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall

promptly furnish to Lender receipts evidencing the payment Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good (with the lien by, or defende against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Londor may give Borrower a notice identifying the iten. Borrower shall safety the iten or take one or more of the actions set forth above within 10 days of the giving of notice.

and or Property Insurance. Borrower shall keep the improvements now exist ng or heree or erected on the Property insured net lose by fire, hazarde included within the term 'extended coverage" and any other hazarde, including floods or flooding, for which Lander requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and rene notices. In the event of ices, Borrower shall give prompt notice to the incurance carrier and Lender. Lender may make proof of loss if not made

promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property demaged, if the restoration or repair is economically feasible and Londer's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall

pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrowsr's Lean Application; Leastholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within stdy days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unl otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit weste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material inform connection with the lean evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee tills to the Property, the lessehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lander's Rights in the Property. If Borrower fails to perform the covenents and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protest the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' tees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unises Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate

realing payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiuris required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lepese or oesses to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or cessed to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

16. Condemnation. The proceeds of any award or claim 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 and shall be paid to Lender.

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unlike Borrower and Lander otherwise agree in writing, the same secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the feir market value of the Property immediately before the taking. Any belance shall be paid to Borrower. In the event of a partial taking of the Property In willen the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borretter and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

secured by this Security instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for demages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration of repair of the Property or to the sums secured by this Security Instrument, whether or not then

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the titly of the original Borrawer or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbsarance by Lender in exercising any right or

remody shall not be a waiver of or preclude the exercise of any right or remody.

12. Successors and Areigns Bound; Joint and Several Liability; Co-signers. The covenants and comments of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-eigning this Security Instrument only to mortgage, grant and convey that Borrower's Interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal awad under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Netices. Any nétice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class interes applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower tee by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lander designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Berrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lander's prior written pent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall sercised by Lander If exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enforcing this Security instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (b) curse any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, ressonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the list of this Security Instrument, Londor's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby in fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under shell reme peragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the 'Loan Servicer') that collects monthly payments due under the Notice and this Security instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and 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 other information required by applicable law.

39. Hazardous Substances. Borrower shall not cause or permit the precence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Berrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Later. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lander 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 Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with

As used in this paragraph 20, "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 paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. B

21. Assoleration; Remedite. Lander shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the its the notice is given to licrostar, by which the default must be cured; and (d) that failure to cure the default on or before the date replied in the notice may result in acceleration of the sums secured by this Security instrument and sale of the Property at public len at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to aring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and of matters required to be included in the notice by applicable law. If the default is not cured on or before the date specified in the te, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further and and may invoke the power of sale and any other remedies permitted by applicable law. Lander shall be emitted to collect all expenses bicurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' tess and costs of title evidence.

BOOK 131 PAGE 671

If Londer invokes the power of sale, Londer shall give written notice to Trustee of the ecourence of an event of default and of Londer's election to ecuse the Property to be sold. Trustee and Londer shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable lew may require. After the time required by applicable lew and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public acction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more perceis and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by applicable lew by public announcement at the time and place fixed in the notice of sale. Lender or its designes may be property without any covenant or warranty, expressed or instale. The resitate in the Trustee's deed shall be prive facile evidence of the trust of the statements made therein. Trustee shall easily

implied. The resitate in the Trustee's deed shall be prime facte evidence of the truth of the statements made therein. Trustee shall apply the precede of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attendays' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to

the clark of the superior court of the county in which the sale took pic

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee shall

Adjustable Rate Rider Graduated Payment Rider	ler(s) were a part of this Security Instrument. (Che Condominium Rider Planned Unit Development Rider	1-4 Family Rider Biweekly Payment Ride
Balloon Rider Other(s) [specify]	Rate Improvement Rider	Second Horne Rider
CIGNING RELOW Borrower access	its and agrees to the terms and covenants of	nateined in this County Instrume
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REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or ed of Trust, which are de Wivared hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Ву	·	
Mail reconveyance to		