

FILED FOR RECORD SKAHARIA CO. WASH *XAMARIA CO. TITUE Loan No. 01-946-460144-9 SKAMANIA-COUNTY TITLE 18501 APR 5 | 54 PH '94 AFTER RECORDING, MAIL TO: P. Johnson AUDITOR WASHINGTON MUTUAL SAVINGS BANK GARY M. OLSON Loan Review P.O. Box 91006, SAS0304 Seattle, WA 98111 (Space Above This Line For Recording Data) SCR 18501 **DEED OF TRUST** 119112 BOOK 142 PAGE 349 THIS DEED OF TRUST ("Security Instrument") is made on March 25th 19 94 . The grantor is LOUIS P. MORISETTE and DIANE E MORISETTE, husband and wife ('Borrower'). The trustee is SKAMANIA COUNTY TITLE COMPANY, a Washington Corporation ('Trustee'). The beneficiary is 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 of THIRTY-SIX THOUSAND & 00/100---(U.S. \$ 36,000.00). 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 April 1st, 2004 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, 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 agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described properly located in __CLARK_ County, Washington: LOTS 9 AND 10, SKAMANIA HIGHLANDS, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK A OF PLATS, PAGE 140, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON. Filtric 'ni≤iled ich has the address of MP3.37L SKYE ROAD

TOGETHER WITH all the improvements now or hereafter arected on the property, and all essements, appurtamences, and fedures 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."

("Property Address");

BORROWER COVENANTS that Borrower is lawfully select 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.

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Form 2040 9/00

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UNIFORM COVENANTS. Sorrower 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 fair or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender; if accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's secrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 of seq. ("RESPA"), unless another law 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 resecuable 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, Lender shall not be required to pay Borrower any interest or sernings 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 Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess. 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 Items 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 discretion.

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 acquisition 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall 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; Liena. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and lessehold payments or ground rents, if any. Borrower shall pay these 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 owed payment. Borrower shall promptly furnish to Lander 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 payments.

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 faith the lien by, or defends 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 supporting 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, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereefter erected on the Property insured against lose by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender 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 fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renuvels shall be acceptable to Lander and shall include a standard mortgage clause. Lander shall have the right to hold the policies and renewals. If Lander requires, Borrower shall promptly give to Lander all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander. Lander 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 rectoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is 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 secure paid to Borrower. If Borrower abendons the Property, or does not answer within 30 days a notice from Lender that the insurance currier 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 monitory payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lander, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lander 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; Berrower's Lean Applic shall occupy, establish, and use the Property as Borrower's principal residence within sidy 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, unlivice agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circums Hances exist which are beyond er's control. Borrower shell not destroy, damage or impair the Property, allow the Property to deteriorate, or commit we wer shall be in deteult if any forteiture 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 wer may cure such a default and minetale, as provided in paragraph 18, by causing the action or proceeding to be dismissed with er's good faith determination, preciude e forfeiture of the Borrower's interest in the Property or other me e ruling that, in Land: ted by this Security Instrument or Lander's security interest. Borrower shall also be in default if Rorrower, during the loan application gave materially false or inaccurate information or statements to Lender (or falled to provide Lander with any me on with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occup ency of the Property rincipal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the i we fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

Any amounts distursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall beer interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lander to Borrower requesting payment.

4. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiume required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lander lapses or causes to be in effect, Borrower shall pay the premiume required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance coverage is not available, Borrower shall pay to Lander each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or caused to be in effect. Lander will accept, use and retain these payments as a lose reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lander, if mortgage insurance coverage (in the amount and for the period that Lander required provided by an insurance approved by Lander again becomes available and is obtained. Borrower shall pay the premiume required to maintain mortgage insurance in effect, or to provide a lose reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lander 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 ressonable cause for the inspection

19. 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 you of condemnation, are hereby assigned and shall be paid to Lander.

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, unless Borrower and Lender otherwise agree in writing, the sums 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 fair merket value of the Property immediately before the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums 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 Lander to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls 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 or repair of the Property or to the sums secured by this Security Instrument, whether or not then

es Lender and Воггоwer 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.

ed; Forbearance By Lander 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 liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any sor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reseon of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or

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

12. Successors and Assigns Bound; Joint and Several Lishilty; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and sesigns 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; end (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 concent.

13. Lean 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 owed 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. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class meil unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates 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 Lender 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. Borrower'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 Lender's prior writte consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender 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. Serrower's Right to Relautate. If Borrower meets cartain 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 terment) before sale of the Property pursuent to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lander 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 covenants or agreements; (c) pays at expenses incurred in enforcing this Security Instrument, including, but not limited to, resecusible attorneys' fees; and (d) takes such action as Lander may resecusibly require to secure that the lien of this Security Instrument, Lender'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 shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under peragraph 17.

19. Sale of Note; Change of Lean Servicer. The Note or a partial interest in the Note (together with this Security Instrument) m one or more times without prior notice to Borrower. A sele may result in a change in the entity (known as the "Loan Servicer") that collects more than the selection of the Loan Servicer in the selection of the Loan Servicer in the selection of the Loan Servicer unrelated to a select 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 Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

ses. Borrower shall not cause or permit the presence, use, disposal, storage, or rule inces on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in vi Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small que Hazardova Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Prope

Borrower shall promptly give Lander written notice of any investigation, claim, demand, laweuit 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 suthority, that any removal or other remedia Hezardous Sub

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gascline, kerosene, other flammable or toldo petroleum products, toldo pesticides and herbieldes, volutile ale containing asbestos or formaldehyde, and regioactive materials. As used in this paragraph 20, "Environmental Last" means ecivents, materi federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lander further covenant and agree as follows:

21. Acceleration; Remodies. Lander shall give notice to Berrawer prior to assolvention following Berrawer's breach of any devenuent or agreement in this Beauty instrument flut not prior to assolvention under paragraph 17 unless applicable law provides otherwise). The notice shall eposity: (a) the default; (b) the cellum required to case the default; (d) it date, not less than 30 days from the date the notice in given to Berrawer, by which the default must be cared; and (d) that failure to care the default on or before the date specified in the notice may result in acceleration of the same secured by this Beauty instrument and sale of the Property at public tion at a di do not less than 120 days in the future. The notice shall furt or inform Berrower of the right to reinstate after any other defense of Berrower to associated ing a overt author to excert the new enlatence of a default or any other required to be included in the notice by applicable law. If the def the right to last tion and cale, a ther restince required to be included in the notice by applicable law. If the default is not excel on at before the date specified in the parties at the content of the content of the date specified in the parties at the content of evote of title evidence.

BOOK 142 PAGE 352 If Lender Invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sels, Trustee, without demand on Borrowor, 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 sels in one or more percets and in any order Trustee determines. Trustee may postpone sels of the Property for a seriod or periods permitted by applicable law by public appointment at the time and Trustee may postpone sele of the Property for a period or periode permitted by appli e law by public announcement at the time and place they prompted sees of the Property for is periods or periods parameter by approximate any space immunitarity at the units of the property at any sale.

Trustee shall deliver to the purchaser Trustee's dead conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's dead shall be prime facis evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expresses of the sale, including, but not limited to, reasonable Trustee's and attorneys' face; (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 advantage of the sale in the security in the sale to the person or persons legally entitled to the other states. the clark of the superior court of the county in which the sale took place. 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. Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or persons shall pay any recordation costs,

23. Substitute Trustee. In ecoordance with applicable law, Lander may from time to time appoint a successor trustee to any Trustee

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25. Substitute Trustee. In ecoordance with applicable law, Lander may from time to time appoint a successor trustee to any Trustee. appointed hereunder who has cessed to act. Without correspance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law. 24. Use of Property. The Property is not used principally for agricultural or farming purposes.

25. Filders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] Adjustable Rate Rider Condominium Rider 1-4 Family Rider **Graduated Payment Rider** Planned Unit Development Rider **Biweekly Payment Rider** Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. E Monosett STATE OF WASHINGTON

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