WASHINGTON

STOTE 18483 DEED OF TRUST

33010845-1

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT. THE ATTACHED RIDER IS MADE A PART OF THIS INSTRUMENT.

THIS DEED OF TRUST, is made this 161H day of PROSENARY MELINDA LIBBY, A SINGLE PERSON

. 19 94, BETWEEN

Based

119836

BOOK 144 PAGE 154

MP .043R SCHOOL HOUSE RD., UNDERWOOD, WA 98651 as Grantor, whose address is SKAMANIA COUNTY TITLE COMPANY

as Trustee, whose address is 43 RUSSELL ST. STEVENSON, WA 98648

SOURCE ONE MORTGAGE SERVICES CORPORATION

as Beneficiary, whose address is 27555 FARMINGTON ROAD, FARMINGTON HILLS 48334 - 3357

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described SKAHANIA County, Washington: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH; RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, WHICH LIES UNDER THE SCHOOLHOUSE ROAD IN SKAMANIA COUNTY, STATE OF WASHINGTON; IS REFERENCED BY A WHITE POST: THENCE EAST 745 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING; THENCE EAST 200 FEET, MORE OR LESS; THENCE SOUTH 180 FEET, MORE OR LESS. TO AN IRON PIPE; THENCE WEST 200 FEET, MORE OR LESS, TO AN IRON PIPE THENCE 180 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof; and all futures now or hereafter attached to or used in connection with the premises herein described; and in addition thereto the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this deed of trust is a security agreement, granting to beneficiary, as secured party, a security interest in any such property and the granter agrees to execute such financing statements as may be required by the beneficiary and pay, upon demand, filing fees for any such financing statements and continuations thereof.

The real property conveyed by this deed of trust is not used principally for agricultural or farming purposes.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and SEVENTY THOUSAND SIX HUNDRED NINETY EIGHT DOLLARS, AND payment of the sum of NO/100

The Grantor covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is

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. (a) A sum, as estimated by the Beneficiary, equal to the ground rants, if any, and the taxes and special assessments next due on the premises covered by this Dead of Trust, plus the premiums that will next become due and on the said o such insurance policies as may be required under peragraph 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.

All payments mentioned in the preceding subsection 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 Beneficiary to the following items in the order set forth:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums; interest on the note secured hereby, and

(ill) amortization of the principal of said note.

Should the Department of Veterans Affairs fail or refuse to issue its guaranty of the loan secured by the Deed of Trust or Mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the Mortgagee herein may at its option declare all sums secured by the Deed of Trust immediately due and payable.

BOOK 144 PAGE 155 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 this Deed of Trust shall automatically transfer to the Grantee all rights of the Grantor with respect to any funds 3. At beneficiary's option grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such late charge shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

4. If the total of the payments made under (a) of paragraph 2 shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes, assessments and insurance premiums, such excess may be credited by Beneficiary on subsequent payments to be made by Grantor. If, however, the monthly payments made under (a) 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 indebtedness, credit to the account of Grantor any credit balance remaining under the provisions of (a) of paragraph 2. If there 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 otherwise acquired, the balance then remaining in the funds proceedings, as a credit against the amount of principal then remaining unpaid under said note.

5. To keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to

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.

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

To commence construction promptly and in any event within thirty (30) days from the date of the commitment of the Beneficiary, and complete same in accordance with plans and specifications satisfactory to Beneficiary.

To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof,

To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice to Grantor of

That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (d)

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

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

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.

9. To keep the buildings, improvements and futures now existing or hereafter erected on the mortgaged properly insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provisions for 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 held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the subject property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

10. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding the Grantor will, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable on demand. To pay all costs of suit, cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of

11. To pay at least ten (10) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or arrivest, that may now or nereatier be levied, assessed or claimed upon the property that is the subject of this deep or thust of any part thereof, which at any time appear to be prior or superior hereto for which provisions has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes, reasonable costs, fees and expenses of this Trust; on default hereunder Beneficiary may, at its option, pay, or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

12. To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure at the rate provided on the principal debt, and the repayment thereof shall be secured hereby. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder; or, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such avent Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

13. Upon the request of the Beneficiary, the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said

supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the Grantor and Beneficiary. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the Remarkshall be due and payable thirty (30) days after demand by the agree on the maturity, the whole of the sum of some so advanced shall be due and playage thing two days and Beneficiary. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

14. If the indebtedness secured hereby be guaranteed or insured under Title 38 United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said.

## IT IS MUTUALLY AGREED THAT:

- 15. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enfer upon the property for such purposes, commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend what ever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel, and pay his reasonable fees.
- 16. Should the property or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, ea thquake, or in any other manner, Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or compensation, awards, damages, rights of action and obtain all compensation, awards or other relief therefor. All such the property, are hereby assigned to beneficiary who may, after deducting the proceeds of any policies of insurance affecting release any monies so received by it, or apply the same on any indebtedness secured hereby or apply the same to the damages, rights of action and proceeds as Beneficiary or Trustee may require.
- 17. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- 18. At any time upon written request of Beneficiary, payment of its fees and presentation of this Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness Trustee may (a) consent to the making of any map or plat of said property, (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed or the lien of charge thereof; (d) reconvey, without warranty, all or any part of the property. The Grantee in any reconveyance may be proof of the truthfulness thereof.
- 19. The collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 20. The Grantor covenants and agrees that he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the secured property on the basis of race, color, or creed. Upon any violation of this undertaking, the Beneficiary may, at its option, declare the unpaid balance of the debt secured hereby immediately due and
- 21. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder.
- 22. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such the State of Washington, at public auction to the highest bidder. Any person occept Trustee may bid at Trustee's sale. Trustee fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto. Trustee shall deliver to the purchaser at the sale its deed, without warranty which shall convey to the purchaser the interest in the have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy and when not exercised, Beneficiary Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust cor of any according is brought by the Trustee.
- 23. This Deed shall inure to and bind the heirs, legatess, 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 pledgess, 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 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.
- 24. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the properly 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
- 25. The Beneficiary shall have all the rights and privileges granted to Beneficiaries by the Deed of Trust Act of the State of Washington as it now exists, or under any amendments thereto.
- 26. "Without affecting the liability of any other person for the payment of any obligation herein mentioned (including Grantor should be convey said real property) and without affecting the lien hereof upon any property not released, Beneficiary may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligations, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all or any part of the realty described herein, take or release any other security or make compositions or other arrangements with debtors. Beneficiary may also accept additional security, either concurrently herewith or thereafter, and sell same or otherwise realize thereon, either before,

Witness the hand(s) of the Grantor(s) on the day and year first above written.	BOOK 144 PAGE 157
Prepared by and William O	N. J. W.
Prepared by and When Completed, Return To:	ary Mean Small (Seal)
01087 SOURCE ONE MODICIOS COMPANY	MEL NDALLIBBY POROWER
O 1087 SOURCE ONE MORTGAGE SERVICES CORPORATION	, bgirower
FARKINGTON HILLS, HI 48334-3357	<u></u>
40334-3337	(Seal)
	-Borrower
	(Seal)
	Borrower
	(Seal)
a.	-Borrower
Oregon us	
STATE OF WASHINGTON	(Sign Original Only)
COUNTY OF SKAHANIA HOOD RIVER 10 }ss:	·
$\mathcal{A}\mathcal{D}$	
	· .
On this day personally appeared before me ROSEMARY HELIHDA I	188Y A SINGLE PERSON
	4
to me known to be the individual(s) described in and who executed the within instrume signed and sealed the same as H E R free and voluntary art and doed for the	
signed and sealed the same as H E R free and voluntary act and deed, for the uses	nt, and acknowledged that SHE
- volume y ask and dood, by the uses	and purposes therein mentioned.
Given under my hand and official seal this 16TH day of MAY	. 19 9 4
NANCY BLANCHETTE	$A_1$
NOTARY PHRICOREGON ————————————————————————————————————	+ (Xanchitte)
COMMISSION NO. 026919 Notary Public in	and for the State of Washington, residing at
MY COMMISSION EXPIRES AUG. 14, 1997	- Uregor in said county
DECLIECT COD FIRM DECOMPONIO	1 111 )
REQUEST FOR FULL RECONVEYANCE	E 🐞 🖤
Do not record. To be used only when note has b	een paid.
TO: TRUSTEE,	
The undersigned is the legal owner and holder of the note and all other indebtedr Trust, Said note, together with all other indebtedness secured by said Deed of Trust, ha	
Trust, Said note, together with all other indebtedness secured by said Deed of Trust, ha are hereby requested and directed, on payment to you of any sums owing to you have	less secured by the within Deed of
Calibel Said note above mentioned and of the said of t	USE LETTIS OF SAID DAARL OF Truet to
nerewith, together with the said Deed of Trust and to see the secured by	said Deed of Trust delivered to you
herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the Deed of Trust, all the estate now held by you thereunder.	parties designated by the terms of said
_ \	
Dated	10 % %
19	
	1 -
Mail reconveyance to	7
	· · · · · · · · · · · · · · · · · · ·

FILED FOR RECORD SKAMANIA CO. WASH BY SKAMANIA CO. TITLE

AUDITOR GARY M. OLSON

33010845-1

## **VA ASSUMPTION POLICY RIDER**

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 1 6 T H day of NAY . 19 9 4 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the

SOURCE ONE MORTGAGE SERVICES CORPORATION. A DELAWARE CORPORATION.

its successors and assigns ("Mortgagee") and covering the property described in the Instrument and located at:

HP .043R SCHOOL HOUSE RD .. UNDERWOOD

. WA 98651

(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledges and agrees to the following:

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: If all or any part of the Property or any Interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferree ("assumer"), unless the acceptability of the of the assumption and transfer of this loan is established by State Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

- (a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee provisions of 38 U.S.C. 1829(b).
- (b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 1817A of Chapter 37, Title 38, United States code applies.
- (c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, payment arising from the guaranty or insurance of the indebtedness created by this instrument.

  IN WITNESS WHEREOF. Mortgagor(s) has executed this Assumption Policy Pider.

	Sugar (b) This directives his Assumption Policy Rider.				
-			(Seal)	Paramay ) ( Cali	det (Seal
			Mortgagor	ROSEMARY MELINDA LIBBY	Mongago
· .	<del></del>	<del></del>	(Seal)		(Seal
			Mortgagor	· · · · · · · · · · · · · · · · · · ·	Mortgago

1500/XX/C/ALL/0389/0790

VA ASSUMPTION POLICY RIDER