AFTER RECORDING, RETURN TO: RIVERVIEW SAVINGS BANK P.O. BOX 1068 CAHAS, KA 98607-0068

FILED FOR RECORD SKAMATIA CO. WASH BY SKAMANIA CO, TITAL

JUL 21 3 43 PH '95 P. Sollinson AUDITOR GARYH OLSON

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BOOK /51 PAGE 268

DEED OF TRUST

APPL# 003-50710022 NL# 0301405964

THIS DEED OF TRUST ("Security Instrument") is made on MICHAEL J GANTHER, A SINGLE PERSON

The grantor is

("Borrower"). The trustee is RIVERVIEW SERVICES, INC.

("Trustee"), The beneficiary is RIVERVIEW SAVINGS BANK, PSB A PEDERALLY-CHARTERED SAVINGS BANK which is organized and existing under the laws of THE UNITED STATES address is P.O. BOX 1068, CAMAS, WASHINGTON 98607

MINETERN THOUSAND FIVE HUNDRED AND NO/100

("Lender"). Borrower owes Lender the principal sum of

19,500.00 Dollars (U.S. \$ This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly AUGUST 1, 2000 payments, with the full debt, if not paid earlier, due and payable on 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 property located in SKAMANIA County, Washington:

SOUTHWEST SEAMANIA COUNTY, Wash
A TRACT OF LAND IN THE SOUTHBASE QUARTER OF SECTION 26, TOWNSHIP &
MORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF
SKANAMIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:
LOT 1 OF THE M. GANTHER SHOUT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS,
PAGE 269, SKANAMIA COUNTY RECORDS.

Sec Store Indexed, Dir & Indirect Filmed Vailed.

which has the address of LOT #1 N GANTHER SHORT PLAT, STABLER ("Property Address"); 98610

[Street, City],

[Zip Code] PMMA/PHIMC UNIFORM MISTRUMENT Form 3040 9/30 -00(WA) (0212) VMP MORTGAGE FORMS - (212)203-8100 - (000)42 1-7401

TOOETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures 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."

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.

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 propayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law 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 accomments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lesschold 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 name payable by Borrower to Lender, in 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 escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et 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 leaser amount. Lender may estimate the amount of Punds due on the basis of current data and reasonable estimates of expenditures of future Ecrow Items or otherwise in accordance with applicable law.

The Punds 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 a very the Punds to pay the Eccrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the encrow 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 extrate tex reporting service used by Lender in connection with this loss, unless applicable law provides otherwise. Unless an agreement is stude or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings 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 Punds held by Lender exceed the amounts permitted to be held by hoplicable law, Lender shall account to Borrower for the excess Punds 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 Londer the amount accessary 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 Punds held by Lender. If, under paragraph 21, Londer 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 same accused by this

Security Instrument.

3. Annifestion of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any propayment charges due under the Note; record, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Lieux. Borrower shall pay all taxes, assessments, charges, fixes and impositions attributable to the Property which may attain priority over this Security Instrument, and Instablid payments or ground roots, 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 orred payment. Bestower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Bessever makes thirt promptly directly, Berrower shall promptly furnish to Londor receipts evidencing the payments.

Bessever shall promptly discharge any lies which has priority over this Security Instrument unless Besrower: (a) agrees in

sing to the payment of the obligation recured 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 entirfactory to Lender subordinating the lien to is Security Instrument. If Londor 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.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance against loss 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 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 renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance 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 damaged, if the restoration or repair is economically feasible and Lender'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 same 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 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 the payments. If under paragraphs 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; Borrower's Loan Application; Leastholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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, unless Londer 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 waste 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 Lendor's security interest. Borrower shall also be in default if Borrower, during the loss application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the home 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 lenschold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing

7. Protection of Londor's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lendor's rights in the Property (such as a proceeding in bankruptcy, probets, for condemnation or furfeiture or to enforce laws or regulations), then Lendor may do and pay for whatever is necessary to protect the value of the Property and Lendor's rights in the Property. Lendor's actions may include paying any sums ascured 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 Lendor may take action under this paragraph 7, Lendor

does not have to do so.

Any amounts disbursed by Londer under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Londer agree to other torus of payment, these amounts shall bear interest from the date of disbursament at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required nortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate 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 sam equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage ispaced or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lies of mortgage insurance. Loss reserve

Form the

payments may no longer be required, at the option of Lender, if morigage 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. Importion. 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.

14. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other teking 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, 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 market 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 Lender to Borrower that the condemnor offices to make an award or settle a claim for damages, 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 or repair of the Property or to the sums secured

by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shell not extend or postpone the due date of the monthly payments referred to in peragraphs 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 liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refere 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any

12. Successors and Assigns Bound; Joint and Several Linbility; Co-olgaers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-olgas this Security Instrument but does not execute the Note: (a) is co-olgaing 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 operant.

13. Lean Charges. If the loan anomed by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that his interest or other loan charges collected or to be collected in connection with the loan encount the permitted limit, then: (a) any such loan charge shall be reduced by the amount mountary 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. Leader may choose to make this refund by reducing the principal overal under the Note or by making a direct payment to Borrower. If a refund sudness principal, the reduction will be treated as a partial suspayment without any propayment charge.

under the Note.

14. Notifies. Any notice to Bossower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class shall be directed to the Property Address or any other address Bossower designates by notice to Lender. Any notice to Lender shall be given by first class small to Lender's address stated have any other address Lender designates by notice to Bossower. Any notice provided for in this Security Instrument shall be desired to have been given to Bossower or Lender when given as provided in this paragraph.

15. Governing Low; Severability. This Security Instrument shall be governed by federal low and the low 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 low, 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 apverable.

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16. Nerrower'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 written 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 shell give Borrower notice of acceleration. The notice shall provide a period of not less han 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. Berrawer'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. Those conditions are that Borrower; apply Londer and sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure 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 sepaid fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of

acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security 19. Sale of Note; Change of Loan Servicer. A sale may result in a change in the entity (known 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 Note 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.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone clee to do, anything affecting the Property that is in violation of any Environmental Law. 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 memorie of the Property.

Borrower shall promptly give Lender 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 Herardous 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 remodistion of any Hazzardous Substance affecting the Property is necessary, Borrower shall promptly take all

necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gazoline, kerousse, other flaramable or toxic petroleum products, toxic pencides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive unternals. 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. Burrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Leader shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Lastrument (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 date the notice is given to Forrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and onle of the Property at public auction at a date not less than 120 days in the future. The notice thall further inform Berrower of the right to reinstate after nectionation, the right to bring a court action to assert the new existence of a default or any other defaute of Borrower to acceleration and sale, and any other 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 notice, Lander, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invake the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remolies provided in this paragraph 21, including, but not limited to, mable attorneys' fees and costs of title evidence.

If Londor involves the power of sale, Londor shall give written notice to Trustee of the occurrence of an event of default and of Londor's election to cause the Property to be sold. Trustee and Londor 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

aw and after publication of the notice of sale, Trustee, without demand on to the highest hidder at the time and place and under the terms design cels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods by applicable low by public announcement at the time and place fixed in the notice of sale. Leader or its e Proporty at any sale.

or Trustee's deed conveying the Property without any covenant or warranty, Trustee's deed shall be prime facie evidence of the truth of the statements made in the Trustee's uses man or prime rocks evaluate to the sale, including, but not records of the sale in the following order; (a) to all expenses of the sale, including, but not ad atterneys' feet; (b) to all sums secured by this Security Instrument; and (c) any excess sitiod to it or to the cierk of the superior court of the county in which the sale took place.

to the person or persons legally outlified to it or to the clerk of the superior court of the county in wasca was more more person.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Londor 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 without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

Such person or persons shall pay any recordation costs.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed herounder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all

25. Riders to this Security Instrument			
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BY SIGNING BELOW, Borrower ac	cents and agreed to the forms as	d coverants contained in the	s Security Instrument an
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