Please Return To: Ford Consumer Finance Company, Inc. P.O. Box 1489 Claukamas, OR 97015-1489

FILED FOR FECORD SKARD COLVASH BY SKAMANA CO. TITLE

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GARY H. OLSON

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**DEED OF TRUST** 

BOOK 151 PAGE 968

THIS DEED OF TRUST ('Security Instrument') is made on The granter is Rick E. Wier and M. Faith Wier, husband and wife

August 9 , 19 95

The trustee is Skamania County Title Company 43 Russell Street, Stevenson, WA 98648

('Borrower'), whose address is

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("Trustee").

The beneficiary is

Ford Consumer Finance Company, Inc.

,which is organized and existing

under the laws of the State of New York and whose address is P.O. Box 1489, Clackamas, OR 97015-1489

("Lender").

Borrower owes Lender the principal sum of fifty one thousand seven hundred and 33/100ths

Dollars (U.S. \$ 51,700.33 ). 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 August 15, 2020 . This Security Instrument secures to Leuder: (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:

A tract of land in the East half of the Northeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamenia, State of Washington, described as follows:

Lot 4 of the Replat of Short Plat in Book 2, Page 190, recorded in Book 3, Page 141, Skamania County Short Plat Records.

Except that portion conveyed to Skamania County recorded on March 27, 1989, in Book 113, Page 374, Skamania County Deed Records.

TOGETHER WITH the Manufactured Home described as follows:

MAKE: MODEL:

Liberty Glen Caks

YEAR:

1995

SERIAL #: LENGTH/WIDTH: 091.2989XU 28 X 70 Indexed, Dir Indited

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which has the address of

.01 Deville Drive, Skamania

Washington

98648

("Property Address");

TOGETHER WITH all the improvements now or hereafter rected on the property, and all easements, appurtenances, and findings 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 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 limits variations by jurisdiction to constitute a uniform security instrument covering real property.

WASHINGTON -Gingle Family- Panale Mae/Freddie Mac UNIFORM MISTRUMENT

Form 3046 9/99

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 fer Taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payment 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; (e) yearly 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 mostgage 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 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. amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser aniount. 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, instrumentiality, 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 escrow 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 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 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 necessary to make up the deficiency in strument, Lender shal

runds held by Leider. If, under paragraph 21, Lender shall acquire or sell the Property. Lender, prior to the sequisation or sale of the Property, shall apply any Funds held by Lender at the time of acquisation or sale are consistent of the Property instrument.

I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Llens: Borrower shall pay all taxes, assessments, charges, fines and impositional attributable to the Property which may attain priority over this Security instrument, and caschold payments or ground east; if any. Borrower shall pay fless obligations in the manner provided in paragraph 2, or if not naid in that manner. Borrower shall promptly furnish to Lender all potics of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all potics of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all potics of amounts to be paid under this paragraph. If Borrower hall promptly furnish to Lender all potics of amounts of the payment of the obligation secured by the lien in a manner accepts evidencing the promptly for the payment of the obligation secured by the lien in a manner accepts evidencing the promptly for the payment of the obligation secured by the lien in a manner accept the societies in spool asiah the lien by, or defends against enforcement of the lien in a graph promptly for the lien and the lien by or defends against enforcement of the lien in a graph promptly disconsist in good laith the lien by the promptly listenses of the lien by the promptly listenses and the lien by the lien

damage to the Property prior to the acquisition shall puss to Lender to the extent of the sums secured by this Sociarity Instrument immediately prior to the acquisition.

6. Gengancy, Preservation, Maintenance and 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 occupiancy, unless Lender otherwise agrees in writing, which consent shall not be increaseably withheld, or unless internating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deseriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceedings, whether civil or criminal, is beginn that in Lender's good fasth judgment could result in forfeiture of the Property or otherwise materially impair the lieu created by this Socienty Instrument or Lender's security interest. Borrower may care such a default and reinstate as provided in paragraph 18, by causing the action or proceeding to be diamased with a ruling that, in Lender's good fasth determination, procludes forfeiture of the Borrower's interest in the Property or other material impairment of 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 information) in connection with the loan evidenced by the Note, including, but not limited to, representations with any material information or of the Borrower acquires fee title to the Property, the leanchold and the fee title shall comply with all the provisions of the Borrower acquires fee title to the Property, probate, for condennation or forfeitures or to enforce laws or regulations), then Lender may do and proveeding in bunifurately, probate, for condennation or forfeiture or to

Any amounts diabursed 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 bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Martings insurance. If Lender required mortgage 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 causes 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 insurance agaroved 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 ceased 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 long time the provider of the provent of the provent of the provider of th

right or remedy.

right or remedy.

12. Successors and Assigns Round; Joint and Several Liability; Co-signers. The covenants and agreements 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-signing 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 of 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 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 mail 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 to Lender when given as provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall be given as provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall be given do clause of this Security Instrument or the low conflicts with applicable law such conflict shall not affect other provisions of this Security Instrument and 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 Conv. Borrower shall be given one conformed conv of the Note and of this Security Instrument.

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 port 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

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. 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. Those conditions are that Borrower: (a) pays Lender all stims which then would be due under this Security Instrument. Those conditions are that Borrower: (a) pays Lender all stims which the would be due under this Security Instrument. Those conditions are that Borrower: (b) cures any default of any other covenants or agreements; (c) pays all expenses incirred in enforcing this Security Instrument, mentaling, but not limited to reasonable attorneys feet; and (d) takes such action as Leader may reasonably require to assure that the field this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same secured by 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 paragraph 17.

19. Sale of Note; Change of Lean Servicer were shall not consecute the Note and this Security Instrument and the obl

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawnest 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 allecting 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 tonic or hazardous substances by Environmental Law and the following substances: garofine, kerosene, other flammable or tonic petroleum products, and 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.

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d agree as follows: acceleration following Borrower's breach on under paragraph 17 unless applicable uired to cure the default; (c) a date, not nust be cured; and (d) that failure to cure a of the sums secured by this Security
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perty without any covenant or warranty ence of the truth of the statements mad
Security Instrument and (c) any excess to
county in which the sale took place. strument, Lender shall request Trustee to
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on time to time appoint a successor trustee sha
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