()) Washington

FILED FOR RECORD SKAMANIA CO. WASH BY SKAUARIA CO, THE Loan No. 01-259-346681-0 SKAMANIA COUNTY TITLE COMPANY 19799 DEC 28 10 41 AM '95

PAWRY
AUDITOR

GARY M. OLSON AFTER RECORDING, MAIL TO: WASHINGTON MUTUAL Loan Review P.O. Box 91006, SAS0304 Seattle, WA 98111 K 19148 DS 5ct2 19799 [Space Above This Line For Recording Data] **DEED OF TRUST** 124128 BOOK 154 PAGE 518 THIS DEED OF TRUST ("Security Instrument") is made on December 18th . The grantor is THOMAS J DILLEY and MARILEE J DILLEY, husband and wife ("Borrower"). The trustee is SKAMANIA COUNTY TITLE COMPANY. a Washington Corporation ("Trustee"). The beneficiary is WASHINGTON MUTUAL BANK which is organized and existing under the laws of Washington , and whose address is 1201 THIRD AVENUE, SEATTLE, WA 98101 Borrower owes Lender the principal sum of NINETY-NINE THOUSAND SEVEN HUNDRED FIFTY & 00/100-Dollars (U.S. \$ 99,750.00). 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 <u>January 1st</u>, 2026

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewale, adensions and modifications of the Note; (b) the payment of all other surns, 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 SKAWANTA LOT 6, BUHMAN HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK B, PAGE 20, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON. WASHOUGAL Washington | 98671 ("Property Address"); TOGETHER 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 seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

WASHINGTON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
1529A 8/94

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day priority over this Security Instrument as a lieff on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly sums payable by Borrower to Lender, if accordance with the provisions of paregraph 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 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 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 reasonable estimates of expenditures of future Escrow items or otherwise in accordance with

applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items. Lender may not charge 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. 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 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 Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to Upon payment in full of all sums secured by this Security Instrument.

If under paragraph 21, Lender shall acquire or sell the Property, Lender shall promptly refund to Borrower any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security instrument.

Supplication of Payments. Unloss applicable law provides otherwise, all payments received by Lender under paragraph 2 third, to interest due; fourth, to principal due; and lest, or any jete charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and iessehold payments or ground tents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Sorrower shall pay them on time directly to the person owed payment. Borrower shall pay them on time directly to the person owed payment. Borrower shall payments directly in and a recalled addenning the payments.

promptly furnish to Lender ail notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, 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 holder 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 Property is subject to a lien which may attain priority over this Security Instrument. If Lender determines that any part of the 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 hereafter erected on the Property insured requires Insurance. This Insurance shall be maintained in the amounts and for the periods that Lender requires. The Insurance carrier providing coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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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

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 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 repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from 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 acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall be acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition.

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

8. Occupancy, Preservation, Meintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within story days after the execution of this Security Instrument otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith interest. Borrower such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with the lien created by this Security Instrument or Lender's security a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower shall also be in default if Borrower, during the toan application or statements to Lender (or failed to provide Lender with any material impairment of process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material impairment of process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower fails to perform the covenants and agreements contained in this Security.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security

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 Lender'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 Lender's rights in the Property (such as a proceeding in bankruptcy, value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority cover this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Any amounts disbursed by Lender under this paragraph 7, Lender does not have to do so.

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.

Unless ponower and center agree to orient terms or payment, these amounts are committed and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage with the mortgage insurance previously in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, if substantially equivalent mortgage insurance previously in effect, 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 insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu or mongage insurance. Loss reserve payments may no longer be required, et the option of Lender, if mongage 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 mongage insurance in effect, or to provide a loss reserve, until the requirement for montgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or in the event of a total taking of any part of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking in the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair in which 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 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 secured by the sum secured immediately before the taking, divided by (b) the fair 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 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 offers 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 claim for parnages, corrower raise to respond to Lender within 50 days after the determine the rivour is given, Leriour is authorized to constraint 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

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

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization

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 fisbility of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any 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 right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall be loint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other way agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Without that sorrower'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 principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this refund by reducing the prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be often by delivering it or by mailing it by first sleep.

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 instead 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 designates by notice to postower. Any transfer of the paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the law of the jurisdiction in which the security instrument or the Note conflicts with applicable law, such conflict. Properly 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

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.

18. 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 Seneficial 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 not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. However, this option shall if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument. If Borrower fails to or demand on Borrower.

or demand on Borrower.

18. Borrower's Flight to Fleinstate. 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, are that Borrower: (a) pays Lander all sums which then would be due under this Security Instrument enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations accurred hereby caracters in no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under caracters.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the 'Loan Servicer') that collects sale of the Note it there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 made. 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 Substan ces. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous 20. Hizardous 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 arryone else to do, anything affecting the Property that is in violation of any Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property of small quantities of 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 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 removal or regulatory agency or private party involving the Property and any mazaroous substance or environmental Law or which corrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any flazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental As used in this paragraph 20, "Hazaroous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means soveris, materials containing ascessos or romalcenyce, and racconcine materials. As used in the paragraph co, criving 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 Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrow 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides date the notice is given to Borrower, 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 sale of the Property at public the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration, any other matters required to be included in the notice by applicable law. If the default is not curred on or before the date specified in the demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all common and sale and any invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all costs of title evidence.

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If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee bettermines. Place may postpone sale of the Property for a period or periods permitted by applicable law by public announcement at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Place fixed in the notice of sale. Lender or its designate may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facise evidence of the truth of the statements made therein. Trustee shall apply attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clark of the superior court of the county in which the sale took 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 to reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

22. Use of Property. The Property is not used principally for agricultural or

Adjustable Rate Rider Condominium Rider Balloon Ricer Balloon Rider Second Home	strument, the covenants and agreements of ac-	need principally for agricultural or farming purpose fit. If one or more riders are executed by Borrow ch such rider shalf be incorporated into and shalf er(s) were a part of this Security Instrument. [Check [Check]	er and recorded together with this Sec
Graduated Payment Rider Balloon Rider Balloon Rider Graduated Payment Rider Balloon Rider Balloon Rider Second Home Rider Second Home Rider Balloon Rider	•		
Graduated Payment Rider Balloon Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and yrider(s) executed by Borrower and recorded with it. WARTIEE J DILLEY MARTIEE J DILLEY	Adjustable Rate Rider	Condominium Rider	C 1 / Comb. Ott.
Balloon Rider Other(s) (specify) BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and yrider(s) executed by Borrower and recorded with it. X. Month J. Maril EE J Dilley MARILEE MARILEE J Dilley MARILEE MARILEE J Dilley MARILEE MA			
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and yorker(s) executed by Borrower and recorded with it. X. Worker J. DILLEY MARTIEE J. DILLEY And you washington, duly commissioned and sworn, personally appeared THEMOS J. DILLEY and secret in and for the State of Washington, duly commissioned and sworn, personally appeared THEMOS J. DILLEY and secret in and who recoved the foregoing instrument, and acknowledged to me that			

TO BE RECORDED