## (III) Washington Mutual

toan No. \_01-344-589284-9\_\_\_\_\_ CLARK COUNTY TITLE COMPANY 44974 O CLARK COUNTY TITLE En 13 9,57 H 'S6 AFTER RECORDING, MAIL TO: PSAWRY ANDLIOR GARY H. OLSON WASHINGTON MUTUAL Loan Servicing P.O. Box 91006, SAS0304 Seattle, WA 98111 CCT 44974(F [Space Above This Line For Recording Data] **DEED OF TRUST** 124781 BOOK 155 PAGE 986 THIS DEED OF TRUST ('Security Instrument') is made on March 6th The granter is ROBERT K TRACEY, AN UNMARRIED INDIVIDUAL ("Borrower"). The trustee is CLARK COUNTY TITLE COMPANY, a Washington Corporation ('Trustee'). The beneficiary is which is organized and existing WASHINGTON MINUAL BANK under the laws of Washington SEATTLE, WA 98101 \_, and whose address is 1201 THIRD AVENUE 8orrower owes Lender the principal sum of SEVENTY THOUSAND & 00/100-Dollars (U.S. \$ 70,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ('Note'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1st, 2026

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably graints and conveys to Trustee, in trust, with power of sale, the following described property located in SKAMANTA \_County, Washington: A tract of land in the East half of the East half of the Northeast quarter of section 27, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania and State of Washington, described as follows: Lot 4 of the Addition to Fred Morgan Short Plat, recorded in Pook 2 of Short Plats, page 121, Skamania County records Jadexed, Cir Indirect Filmeri which has the address of 13891 WASHOTTAL RIVER RD WASHOUGAL Washington 98671 TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fodures 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.

Form 3048 9/90 (page 1 of 4 pages)

TO BE SECOBOED

WASHINGTON - Single Family - Famile Mas/Freddle Mac UNIFORM INSTRUMENT

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: ROOK 156 PACE 981

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 monthly payments are due under the Note, until the Note is paid in full, a sum (Funds) for: (a) yearly taxes and assessments which may attain hazard or properly insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (d) yearly sums payable by Borrower to Lender, if accordance with the provisions of paragraph 8, in teu of the payment of mortgage insurance premiums. These items are called 'Escrow items' Lénder may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a 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 The Funds shall be held in an institution whose denosits are insured by a feature assessment from the payment of the payment of the funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds shall be held in an institution whose denosits are insured by a feature assessment and the funds in an accordance with The Funds shall be held in an institution whose denosits are insured by a feature assessment and the funds in an amount not to exceed the lesser amount.

or runs 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 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 faw 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 iaw 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 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 rofund to Borro

to principal due; and last, or any late charges due under the Note.

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 leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term 'extended coverage' and any other hazards, including floods or flooding, for which Lender requires. The 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 paragraph 7.

All insurance policies and renewals shall be seceptable to Lender and shall inclu

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 promptly by Borrower.

Borrower shall give prompt notice to the insurance carrier and 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 feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any 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.

Lender that the insurance currier has oriered to seeme a craim, then be not they doubt the acquirer has oriered 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 paragraph 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; Lesseholds. Borrower and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably writhheld, 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 judgment could result in forteiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's good faith a fulling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruing that, in Lender's good faith determination, 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 concerning Borrower's occupancy of the Property as a princi

as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower securines 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 Lander's Riights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly effect, Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lander may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a fisen which has priority over this Security Instrument, appearing in court, paying repsonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. It 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 coverage infect. It, 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 substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at one-twelfth of the

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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 reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in 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 Londer 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 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 accured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnar 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 due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to brincioal shall not averted to collect and apply due.

Unless Lender and Borrower otherwise agree in writing, any application of preceeds 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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or positions 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 Waher. Extension of the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the sums secured by this Security Instrument granted by Lender to any successor in interest and some proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amorbization of the sum secured by this Security Instrument by successors and Asalgne Bound; John and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall be a waher of or preclude the exercise of any right or remedy.

12. Successors and Asalgne Bound; John and Several Liability; Co-signers. The covenants and agreements of this Security Instrument 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 shall be joint and several. Any Borrower who co-signs this Security Instrument the Acceptance of the Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument on the Note without that Borrower's consent.

12. Successors and exellent Security Instrument is subject to a law which sets maximum loss charges, and that taw is intally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan access the permitted limits, then: (a) are year to be an advantage under the Note.

13. Loan Chargese. It the Soan secured by this Security Instrument is subject to a law which sets maximum loss charges, and that taw is intally interpreted so that the interest or other loan charges collected or to be collected in connection with the

18. Borrower's Flight 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 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 firmled 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 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 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 entiry (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security knowner. 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 paregraph 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.

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 any one else 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 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 remediation of any Hazardous 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: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestes or formaldehyde, and radioactive materials. 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.

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 Borrower's breach of any coverant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 uniese applicable law provides date 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 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 same secured by this Security instrument and sale of the Property at public suction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, 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 domand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect at expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reseonable attorneys' fees and costs of title evidence.

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BOOK 156 PAGE 989 If Lender Invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale, Trustee, without deemed on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determiner. Trustee may postpone sale of the Property for a period or periods permitted by applicable law by public announcement at the time and place fixed in the notice of sale. Lender or its dealgnee 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 rectals in the Trustee's deed shall be prima facts evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall persons shall pay any recordation costs.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument to Trustee. Trustee shall 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 hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the rifle, power and duties conferred upon Truste Adjustable Rate Rider
Graduated Payment Rider Condominium Rider 1-4 Family Rider Planned Unit Development Rider Biweekly Payment Rider Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. KERRY STATE OF WASHINGTON CLARK SHINGTO County ss: 8TH On this \_day of <u>MARCH</u> , 19 <u>96</u>, before me th Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT K TRACEY to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he/#NXXXXXX signed af.d sealed the said instrument as his/XXXXXXXXXXXX free and voluntary act and deed, for the uses and purposes therein WITNESS my hand and official seal affixed the day and year in this certificate above written. S. Newell My Commission expires: 03-19-98 \* VANCOUVER REQUEST FOR RECONVEYANCE TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

DATED:	WASHINGTON MUTUAL BANK a corporation	
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Mail reconveyance to		
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Secretary Sec.

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TO BE RECORDED