Scp 19868

FILED FOR RECORD SKAMOU 100, WASH BY SKARLABIA CO, TITLE

WHEN RECORDED MAIL TO:

FIRST INDEPENDENT BANK 1207 Washington St. PO Box 8604 Vancouver, WA 98668-5904

HAR 13 2 53 PH '96 Oxawry AUDITOR GARY H. OLSON

124793

BOOK 156 PAGE 15

[Space Above This Line For Recording Data]

## **DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument") Is made on March 11, 1996. The grantor is Joseph W Jones Jr., an unmarried man ("Borrower"). The trustee is Skamania County Title Company ("Trustee"). The beneficiary is FIRST INDEPENDENT BANK, which is organized and existing under the laws of the State of Washington, and whose address is 1207 Washington St., PO Box 8904, Vancouver, WA 98658—8904 ("Lender"). Borrower owes Lender the principal sum of One Hundred Thousand & 00/100 Dollars (U.S. \$100,000.00). 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 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by line 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 Instrument; and (c) the performance of Borrower's covenaris 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:

Lot 9, Block 6, JOHNSON'S ADDITION TO THE TOWN OF STEVENSON, according to the recorded plat in Book A of Plats, Page 25, In the County of Skamania, State of Washingto

EXCEPT right of way for public street.

EXCEPT the South 6 feet for sidewalks, recorded in Book M, page 265, Skamania County Records

try-served **ad**exed, Gir Indirect Filmed Mailed

Nich has the address of 333 Vancouver Ave, Stevenson, Washington 98648 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and focuses now or effect 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 !nstrument 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 rm 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 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 priority over this

WASHINGTON-Single Family-Famile MacFreddle Mac UNIFORM INSTRUMENT

Form 3048 9/90

(page 1 of 5 pages)

an and or will have

(Continued) BOOK 156 PAGE 16

Security Instrument as a tien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property Security instrument as a sen on the property; (b) yearly leasehold payments or ground rents on the property, it arry, (c) yearly nazaru or property instruments; (d) yearly flood insurance premiums, if any; (e) yearly not lease insurance premiums, if any; and (f) any sums payable by 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 may require for portower's escribe account under the recerair real Estate Settlement Procedures Act of 1974 as amended from time to Section 2601 et seq. (TRESPAT), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, time, 12 U.S.U. Section 2001 et seq. § no.SPA ), uness another less unes explores to the runos sets a lesser amount. If so, Lesser lesser 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 Lender is 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 Funds, and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for 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 her 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

pleaged as additional security for an sums secured by this security miss unless.

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 and the sum of the Funds held by Lender at any time is not sufficient to pay the Escrow Items. 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 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.

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable taw provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal

3. Application of Payments. Unless applicable faw provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, 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; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority 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 this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender aprilic, or a not pass in that manner, combiner shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to a notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

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

to e or the actions set loter accore water to days or the grying or house.

5. Hazard or Property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss. 5. Histard or Property Insurance. Borrower shall keep the improvements now existing or nerealiter 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 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,

chosen by Borrower subject to Lender's approval which shall not be unreasonably winned. It borrower has 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 poticies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. Lender shall have the right to be a standard mortgage clause. hold the policies and renewals. If Lander 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 descending responding to the Property damaged, if Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then the insurance proceeds and Lender's security in the property of does not answer within 3D days a notice from Lender that the insurance 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

due, with any excess paid to Borrower. If Borrower abandors 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 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 extend.

Borrows'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 shall occupy, establish, and use the Property as Borrower's principal residence within sody days after the execution of this Security Instrument and shall be accurately the Connective Resource original residence for all lessent one was after the date of occupancy unlines. coupy, essence, and use the imparty as continued a presidence for at least one year after the date of occupancy, unless Lender otherwise. commute coccupy the Property as isotrower's principal residence for at least one year after the case or occupancy, unless Lenoer otherwise ag writing, which contains shall not be unreasonably withheld, or unless extensioning circumstances exist which are beyond Borrower's control. Shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default actions of the property of the pr some not desirely, can age or anyward, and the property to desire action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or agrees in fault if any

03-11-1996 Loan No 0002851

## FNMA/FHLMC DEED OF TRUST (Continued) BOOK 156 PAGE 17

Page 3 of 5

otherwise materially impair the ten 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 fen created by this Security Instrument or 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 falsed 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 principal residence. If this Security Instrument is on a leasehold, 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 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 7. Protection of Lemoer's rights in the property. In corrower rais 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, probate, for condemnation or forfeiture or to enforce taws or regulations), then Lender 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 tien which has priority over this Security. Instrument, appearing in court, paying reasonable afterneys' 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 r and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursame nt at the Note rate 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 a. Notingege insurance. If Leroet required mongage 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 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. insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum insurer approved by Lender. It substantially equivalent morgage insurance coverage is not available, somewer shall pay to Lender each month a sum equal to one—twelfth of the yearty motigage 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 teu 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 loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable

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.
 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 fieu of condemnation, are hereby assigned and shall be paid to Lender.

priveyance 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 peid 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 following traction: (a) the total amount of the sums secured intrinediately before the taking. Control is market value 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

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 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 shall not extend or postpone the due date of the nthly 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 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 suite section by the continuer grained by the number of successor in interest or commence proceedings against any successor in interest or refuse 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 right or remedy.

iors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall 12. Successors and Assigns Bound; 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; 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 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 intercretant 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

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 Sorrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under

03-11-1996 Loan No 0002851

## FNMA/FHLMC DEED OF TRUST

(Continued)

Page 4 of 5

BOOK 156 PAGE 18

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 or Lender when given as provided in this paragraph

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the 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 provisions of this aw, such conflict shall not affect Security Instrument and the Note are declared to be severable.

16. 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 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 opbon, require immediate payment in full of all sums secured by this Security Instrument. However, this opbon shall not be exercised by Lender if se 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 tails 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

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 taw may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) only 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 limited to, reasonable attorneys' feets; and (d) takes such action as Lender may reasonably require to assure that the fien of this Security Instrument. of this Security Instrument, Londer'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 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 nformation 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 else to do, anything affecting the Property triat is in violation of any Environmental Law.

on or in the Property. Sorrower shall not oo, not show anyone eise to oo, anything alrecting the Property mat is an 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 and to maintenance 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 Hazardous Substance or Emvironmental 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 learnessed.

borrower tearns, or is nomed by any governmental or regulatory abunding, and any removal or other remediation or any mazaroous 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 toold or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, votable solvents, materials containing aspectos 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.

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 covenant or agreement in this Security Instrument (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 dorrower, 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 auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the notice and arm other matters constituted to the inclination. the future. The notice shall further inform Borrower of the right to reinstale after acceleration, the right to bring a court action to non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included. notice by applicable law. If the default is not cured on or before the dule specified in the notice, Lender at its option may require law in full of all sums secured by this Security instrument without further demand and may invoke the power of sale and any other Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this dies permitted by applicable law. ph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender involces the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to an another persons as applicable law may require. After the time required by applicable law and after publication of the notice of 03-11-1996 Loan No 0002851

## FNMA/FHLMC DEED OF TRUST

Page 5 of 5

BOOK 156 PAGE

sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the lems designated in the notice of sale in one or more parcets and in any order Trustee determines. 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 designee 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. 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 facie 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 altorneys' 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 clerk of the superior and 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. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons hall 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 title, power and dubes conferred trustee herein and by applicable law.

upon Trustee herein and by applicable law.

24. Use of Property. The Property is not used principally for agricultural or farming purposes.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment 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 inder(s) executed by Borrower and recorded with it.		
Witnesses:		
		(Seel)
		Joseph W Jones Jr.—Borrower
INDIVIDUAL ACKNOWLEDGMENT		
STATE OF Washington		
	) 55	
Clark		

aned Notary Public, personally appr personally known to me or proved to me on the to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed ary act and deed, for the uses and purposes th 11th March Battle Ground

Washington

My commission expires LASER PRO, Reg. U.S. Pat. & T.M. 017., Ver. 3.20b (c) 1998 CFI ProServices, Inc. All rights reserved. [WA-G04 E 3.21 F 3.21 P 3.21 1761 L N R21.0VL]

1-16-97