

AFTER RECORDING RETURN TO:

Washington Mutual
Loan Servicing
PO Box 91006 - SAS0307
Seattle, WA 98111

Attention: Consumer Loan Review Loan # 001-04-146-0356054-2

THIS DEED OF TRUST is between

DEED OF TRUST

125146

BOOK 156 PAGE 904



Washington
Mutual

FILED FOR RECORD
SKAMANIA COUNTY, WASHI

CLARK COUNTY TITLE

APR 29 12 30 PM '98

AUDITOR

GARY M. OLSON

whose address is 3331 SKYE RD

LOUIS P MORISETTE AND DIANE MORISETTE,
HUSBAND & WIFE

WASHOUGAL

WA 986

("Grantor"); CLARK COUNTY TITLE

WASHINGTON

corporation, the address of

which is 1200 WASHINGTON ST SUITE 100, VANCOUVER WA 98660

assigns ("Trustee"); and Washington Mutual Bank, a Washington corporation, the address of which is 1201 Third Avenue, Seattle, Washington 98101 ("Beneficiary").

1. **Granting Clause** Grantor hereby grants, bargains, sells and conveys to Trustee in trust, with power of sale, the real property in SKAMANIA County, Washington, described below, and all interest in it Grantor ever gets:

Lot 9 and 10, SKAMANIA HIGHLANDS, according to the plat thereof, recorded in Book "A" of Plats, Page 140, records of Skamania County, Washington.

together with: all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property, all of which at the option of Beneficiary may be considered to be either personal property or to be part of the real estate. All of the property described above will be called the "Property." To the extent that any of the Property is personal property Grantor grants Beneficiary, as secured party, a security interest in all such property and this Deed of Trust shall constitute the Security Agreement between Grantor and Beneficiary.

2. **Security** This Deed of Trust is given to secure performance of each promise of Grantor contained herein, and the payment of Eighty Seven Thousand Six And 00/100

Dollars

(\$ 87,006.00) (called the "Loan") with interest as provided in the Note which evidences the Loan (the "Note"), and any renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust, and repayment of money advanced by Beneficiary under Section 6 or otherwise to protect the Property or Beneficiary's interest in the Property. All of this money is called the "Debt".

☐ If this box is checked, the Note provides for a variable rate of interest. Changes in the interest rate will cause the payment amount and/or loan term to also change.

3. **Representations of Grantor** Grantor represents that:
(a) Grantor is the owner of the Property, which is unencumbered except by: easements, reservations, and restrictions of record not inconsistent with the intended use of the Property, and any existing mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary; and
(b) The Property is not used primarily for agricultural or farming purposes.

4. **Sale Or Transfer Of Property** If the Property or any interest therein is sold or otherwise transferred by Grantor without Grantor's first repaying in full the Debt and all other sums secured hereby, or if Grantor agrees to sell or transfer the property or any interest therein without first repaying in full the Debt and all other sums secured hereby, the entire Debt shall become immediately due and payable without notice from Beneficiary and bear interest at the Default Rate (as that term is defined below) from the date of the sale or transfer until paid in full. In addition, Beneficiary shall have the right to exercise any of the remedies for default permitted by this Deed of Trust.

5. **Promises of Grantor** Grantor promises:
(a) To keep the Property in good repair; and not to move, alter or demolish any of the improvements on the Property without Beneficiary's prior written consent;
(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;
(c) To pay on time all lawful taxes and assessments on the Property;
(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;
(e) To keep the Property and the improvements thereon insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause; and
(f) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance (other than those described in Section 3(a)) over this Deed of Trust in any pleading filed in any action, the assertion alone shall impair the lien of this Deed of Trust for purposes of this Section 5(f).

6. **Curing of Defaults** If Grantor fails to comply with any of the covenants in Section 5, including compliance with all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. The amount spent shall bear interest at the Default Rate (as that term is defined below) and be repayable by Grantor on demand.

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RECORDING COPY

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