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THIS DEED OF TRUST CONTROL	the lands are seen to		
96 The granter is murate	ity Instrument') is made on July	9th	
96 The granter is THOMAS	TA.	NDERSON, husband and wi	fe
		7.0	
	("Borrower"). The trus	HEE IS CLARK COUNTY TITLE	COMPANY
ashington Corporation		(Trustee') T	he beneficiary is
ASHINGTON MUTUAL BANK		, which is organ	zed and existing
SATTLE, WA 98101	, and whose	address is 1201 THIRD AVE	MIR.
White care i sed to a sed			("Lender").
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BORROWER COVENANTS that Borrower is lewfully 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 coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

WASHINGTON - Single Family - Famile Man/Freddle Mac UNIT-ORM BOSTHUMENT 1528A 894

Form 3048 9/80 (page 1 of 4 pages)

Loan #: 01-946-634002-0

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: BOOK /58 PAGE 387

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 Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly taxes and assessments which may attain hazard or property insurance premiums; (d) yearly food insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (d) yearly food insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any times payable by Borrower to Lender, if accordance with the provisions of paragraph 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 of 1974 as amended from time to tims, 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 rol 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.

ct runcs due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable faw.

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 may not charge Borrower in 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 law provides of 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 make up the deficiency. Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to Upon payments in full of all sums secured by this Security Instrument, Lender shall account on Borrower any Funds held by Lender. She deficiency is no more than their we monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, L

to principal due; and last, or any lette 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; rayments 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 endencing the payments.

Borrower shall promptly discharge any fish which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the fien in a marner acceptable to Lender; (b) contests in good faith the fish 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 fish which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien.

5. Hezzaff or Property Insurance. Borrower shall be maintained in the amounts and for the periods that Lender requires. The 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortonce clause. Lender shall have the

Alt 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 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 tender 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

whether or not then due, with any excess paid to Borrower. Ill Borrower abandons the Property, or does not answer written accurate the presentative carrier has offered to settle a claim, then Lander may collect the insurance proceeds. Lender may use the proceeds to repair or restore to creative the control of the security first themselved to not the process. Lender may use the proceeds to the notice in given repoir or restore to creative the control of the property of the post of the most in given repoir or restore to the notice in given repoir or restore to the control of the promitive payments referred to in paragraphs at and 2 or change the amount of the payments. If under paragraph 21 the Property is controlly payments referred to in paragraphs at and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's to any insurance positions and proceeds resulting from damage to the Property prior to the acquisition shall be controlled to the controlled to the property and the property and the property and the property and shall continue to occupy the property as Borrower's principal residence for at least one year shall the date of occupancy, unless than the property and shall continue to occupy the property as Borrower's principal residence for at least one year shall be the date of occupancy, unless Lander otherwise agrees in writing, which consent shall not be uncessorably withhold, or unless extension; discount to the property and the property of the

15288 (8-84)

Man Jahr Str. Town

TO BE RECORDED

27

Loan #: 01-946-634002-0

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 corneyance 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 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. It is sums secured by this Security Instrument Immediately before the taking, unless Borrower and Lender otherwise agree in writing. It is sums secured immediately before the taking divided by the following faction: (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 is tess than the amount of the sums secured immediately before the taking of the Property 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 condemnate offers the claim for damages, Borrower fails to reasonal to Lender or the condemnation of 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 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 monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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 Waiver. 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 flability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any secured or of the original Borrower or Borrower's successors in interest. Any forbearance 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.

12. Successor's and Assigns Bound; Johnt 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 instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other without that Borrower's consent.

13. Leas Charges. If the loan secured by this Security Instrument to the Erms of this Security Instrument or the Note without that Borrower's consent.

without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address. Lender when given as provided in this paragraph.

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 periograph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property 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 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 option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall be described by Lender's propriet of the Property or any interest in the option of the services is prohibited by federal law as of the date of this Security Instrument. However, this option shall be accelerated to the acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or maled within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument. Without further notice or demand on Borrower.

or demand on Borrower.

18. Borrower's Riight to Reinstain. If Borrower meets certain conditions, Borrower shall have the right to have embracement 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 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' fees; and (d) takes such action as Lender may reasonably this Security Instrument shall continue unchanged. Upon reinstatement by Borrower's obligation to pay the sums secured by 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.

18. Sele 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 said of the Note. If there is a change of the Loan Servicer unrelated to a shows 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.

20. Magazintain Statistican Borrower shall not cause or payments the committee that disposed states or release of any biggrand states.

made. The nonce will also contain any other information required by applicable law.

20. Hazardous Salbetancea. 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 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. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediction 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, solvents, materials containing asbesto or formiddeltyde, and radioactive materials. As used in this paragraph 20, "Environmental Law federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

al 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. Lander shall give notice to Borrower prior to acceleration following Borrower's breach of next or agreement in this Security instrument (last not prior to acceleration under paragraph 17 unless applicable law provides). 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 notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the rount at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinveste acceleration and sate paths a court action to assert the non-existence of a default or any other default in rot cured on or before the date specified in the notice by applicable law. If the default is not cured on or before the date specified in and may invoke the power of sale and any other remedies permitted by applicable law. Londer shall be entitled to collect of the evidence.

BOOK 158 PAGE 389

if Lander Invokes the power of sale, Lander 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 shall give publication of the notice of 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 forms deelgnated in the notice of sale in one or more parcels and in any order Trustee determines, place they postpone sale of the Property for a period or periods permitted by applicable law by public auction to the highest bidder at Trustee may postpone sale of the Property for a period or periods permitted by applicable law by public announcement at the time and Trustee shall deliver to the purchaser Trustee's deed conveying the Property at any sale.

Implied. The recitals in the Trustee's deed shall be prime facie evidence of the truth of the statements made therein. Trustee shall apply attorneys' rese; (b) to all sums secured by this Security austrement; and (c) any excess to the person or persons legally entitled to it or to Property and shall surrender this Security instrument and all notes evidencing debt secured by this Security Instrument to Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a rolesse fee in an amount allowed by applicable law. Such paramount

the half n or

recorney the Property without warranty and Lend- persons shall pay any recordation couts. 23. Substitute Trustee. In accordance w	ent and all notes evidencing debt secured by er shall charge Borrower a rolesse fee in an an official and the secured by with applicable law.	t, Lender shall request Trustee to reconvey this Security Instrument to Trustee. Trustee a nount allowed by applicable law. Such person
duties conferred upon Trustee herein and by appli 24. Use of Property. The Property is not	hout conveyance of the Property, the successor	ime appoint a successor trustee to any. Trus in trustee shall success to all the title, power a
instrument, the covenants and agreements of each	used principally for agricultural or farming purp the it one or more riders are executed by Bo th such rider shall be incorporated into and si	ROSES.
Instrument, the covenants and agreements of eac agreements of this Security Instrument as if the rick	M(s) were a part of this Security Instrument. [C	half amend and supplement the covenants a heck applicable box(es)]
Adjustable Rate Rider	1	
Graduated Payment Rider	Condominium Rider	1-4 Family Rider
Balloon Rider	Planned Unit Development Rider Rate Improvement Rider	Biweekly Payment Rider
Other(s) [specity]	The man was the state of the st	Second Home Rider
BY SIGNING BELOW, BOTTOWER accepts	and agrees to the terms and covenants of with it.	
any rider(s) executed by Borrower and records	ed with a	contained in this Security Instrument and
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STATE OF WASHINGTON	,	
Coday 55.		
On this 10 day of	July 1911	
TEXRY J ANDERSone	commissioned and sworn, oweness	efore me the undersigned, a Notary
Public in and for the State of Washington, duly		
described in and who executed the foregoing	instrument and select	to me known to be the individual(e)
described in and who executed the foregoing seeled the said instrument as his/her/t] mantioned. WITNESS my hand and official instrument.	eir free and voluntary act and	that he/she/they signed and
WITNESS my hand and official seal afficial	Control of the contro	, for the uses and purposes therein
See all and	and hear in this certificate above	written.
My Commission expires: 2-1-99	Tar Alma F	D. 1
**	TO TAKE THE TAKE THE PARTY OF T	Blue
\$ C5.		Washongal
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	13920	÷
TO TRUSTEE:	CHEST FOR TECONVEYANCE	:
The content of		
The undersigned is the holder of the note other indebtechees secured by this Dead of Trunctes and this Dead of Trust, which are dislivered under this Dead of Trust to the person or persons	or notes secured by this Deed of Trust. S ust, have been paid in full. You are have	said note or notes, together with all
under this Deed of Trust to the person or persons	o nerecy, and to reconvey, without werra	nty, all the estate now hold by you
CATED:	S S S S S S S S S S S S S S S S S S S	How how by you
	WACKI-BURN	4_ 4
	WASHINGTON MUTUAL :	BANK
	By	
Mail reconveyance to		

TO BE RECORDED

Order No. 47091

Exhibit "A"

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Lot 2, of the RAYMOND R. REAMER SHORT PLAT, recorded in Book "2" of Short Plats, Page 114, records of Skamenia County, Washington.

TOGETHER WITH an easement and right of way 30 feet in width for an access road over and acress the course of an existing road in the Northwest quarter of the Northeast quarter, and the West one-half of the Southwest quarter of the Northeast quarter of Saction 19, Township 2 North, Range 5 East of the Williamette Meridian, connecting with County Road No. 1108, designated as the Skya-Shields Road.

