Washington Mutual

FILED FOR RECORD SKAMANIA CO. WASH BY SKARANIA CO. TILL Loan No. 01-973-623949-5 SKAMANIA COUNTY TITLE COMPANY 20160 Jul 19 12 31 PH '96 Oxawry AUDITOR AFTER RECORDING, MAIL TO. WASHINGTON MUTUAL Loan Servicing P.O. Box 91006, SAS0304 GARY H. OLSON Swattle, WA 98111 Sct 20/60 [Space Above This Line For Recording Data] **DEED OF TRUST** BOOK 158 PAGE 514 125793 THIS DEED OF TRUST ('Security Instrument') is made on July 15th The grantor is DEMIAN C. DAWSON, an urmarried individual (Borrower). The trustee is SKAMANIA COUNTY TUTLE COMPANY. a Washington Corporation WASHINGTON MUTUAL BANK ("Trustee"). The beneficiary is under the laws of Washington which is organized and existing , and whose address is 1201 THIRD AVENUE, SEATTLE, WA 98101 Borrower owes Lender the principal sum of FIFTY-SIX THOUSAND TWO HUNDRED FIFTY & 00/100-Dollars (U.S. \$ 56,250,00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ('Note'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on <u>August 1st</u>, 2016

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 coverants 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 SKAMANTA LOT 18, BLOCK 1, OF WOODARD MARINE ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON LIFE AND OF RECORD IN BOOK A OF PLATS, PAGE 114, RECORDS OF SKAMANIA COUNTY, WASHINGTON, TOCSTHER WITH SHORE LANDS OF THE SECOND CLASS CONVEYED BY THE STATE OF WASHINGTON FRONTING AND ABUITING UPON THE ABOVE DESCRIBED PROPERTY. County, Washington: ndered Dir which has the address of _ lci: 18 SKAMENIA LANDING ROAD SKAMANTA Washington 98648 [Zip Code] ("Property Address"); TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and follows or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument as the "Property." BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

Form 3048 \$/90 (cage 1 of 4 pages)

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: BOOK 158 PAGE 5/5

1. Fayment 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 ever this Security instrument as a lien on the Property; (b) yearly tessehold payments or ground rents on the Property, if any; (c) yearly hazard or properly insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, and (f) any sums payable by Borrower to Lender, if accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. Those items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount 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 applicable law.

The Funds shall be held in an institution whose deposits are insured by a factoral cancer.

or 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 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 law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides, otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any Interest 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 piedged 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 payments in full of all sums secured by this Security Instrument.

3. Application of Payments. Unless

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

4. Charges; Liene. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Properly which may attain priority over this Security instrument, and leasehold payments or ground rents, it 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 in agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice Identifying the lien. S. Hazard or Property Insurance. Borrower shall keep the insurance within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep 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, 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 mortgage clause. Lender shall have the

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

right to hold the policies and renewals. If Lender requires, Sorrower shall promptly their to Lender and Indigity causes. The event of lose, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make propose of lose if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restriction or repair is not expensively by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restriction or repair is not expensively the control of the property demaged, if the restoration or repair is not expensively the control 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 corresponde in fieu 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 sequal 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 immediately before the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a

If the Property is abandoned by Borrover, 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 of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument graded by Lender to any successor in interest of Borrower shall not operate to release the successor in Interest or refuse to axiend 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 walver of or preclude the exercise of any right or remedy.

reason or any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; John 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.

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 interpreted so that the interect or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, and then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits will be resulted to Borrower may choose to make this return by reducing the principal owed under the Note or by making a direct payment to Borrower. If a return 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 Lender when given as provided in this paragraph.

15. Governing Law; Severability. 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 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.

16. Borrower's Cepty: Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a business in the payment in full of all sums secured by this Security Instrum

pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this security instrument without number notice or demand on Borrower's Right to Reference. It is Borrower's Right to Reference in Borrower meets certain conditions, Borrower shall have the right to have enforcement of this security Instrument discontinued at they 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 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 require to assure that the lien of this Security instrument, Including, but not limited to, reasonable altorneys' feet; and (d) takes such action as Lender may reasonably this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it 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 ontity (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 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 other information required by applicable law.

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

20. Hazardous Substances. Sorrower 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, lawauit or other action by any governmental or landway agency or private party involving the Property and any investigation, claim, demand, lawauit 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 remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with

offinential Liaw. As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Envand the following substances: gasoline, terosene, other flammable or toxic petroleum products, toxic pesticides and herbicidents, materials containing assesses or formaldehyde, and radicactive materials. As used in this paragraph 20, "Environmental Environmental Enviro

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 issumment (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 details the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument and sale of the Property at public staction 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 sums accured on or before the date specified in the default and results and required in the colors. If the default is not sums accured by this Security Instrument without further determent and in paragraph the remedies provided in this paragraph 21, including, but not limited to, researche attorneys' fees and costs of this evidence.

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If Lender Invokes the power of sale, Lender shall give written notice to Trustee of the occurrance 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 demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terme designated in the notice of sale in one or more percels 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 eny sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' less; (b) to all sums secured by the Security instrument; and (c) any excess to the person or persons legally entitled to it or to the clark of the susperior court of the county in which the sale took place.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or persons shall pey any recordation costs.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appoints thereunder who has ceased to act. Without conveyance of the Property in and successor trustee shall succeed to all the title, power and duties conferred upon Trustee horsin and by applicable law.

24. Use of Property. The Property is not

Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify]	Condominium Rider Planned Unit Development Rider Rafe Improvement Rider	1-4 Family Rider Biweekly Payment Rider Second Home Rider
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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.



	//	OF WASHIE TO
STATE OF WASHINGTON		
Skamania County ss:		
On this18 day o	f July	, 19 96 , before me the undersigned, a Notary
Public in and for the State of Washington, duit	commissioned	and swom, personally appeared <u>DEMIAN C. DAWSON</u>
		to me known to be the individual(s)
described in and who executed the foregoi	ng instrument, a	and acknowledned to me that (13/41 /41 - stand and
mentioned.	Eheir Tree a	and voluntary act and deed, for the uses and purposes therein
WITNESS my hand and official seal affin	red the day and y	year in this certificate above written.
My Commission expires: <u>September</u>	13, 1999	Notary Profes in and for the State of Washington meiding at Stevenson
	750	totary Pysic in and for the State of Washington residing at Stevenson
:	\$:-
O TRUSTEE:	REQUEST FOR I	RECONVEYANCE
The undersigned is the holder of the no	MA OF NOTES SEC	ured by this Deed of Trust. Said note or notes, together with all
	illuot, IPAVO 000 Bred hanaby and	It paid in full. You are hereby directed to cancel said note or
DATED:		
		WASHINGTON MUTUAL, BANK a corporation
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