Washington Mutual

estidenu BY CLARK COUNTY TULE Loan No. 01-973-635497-0 CLARK COUNTY TITLE COMPANY 46097 30 H ez 1 41 suh AFTER RECORDING, MAIL TO: WASHINGTON MUTUAL Loan Servicing GARY H. OLSON P.O. Box 91006, SAS0304 Seattle, WA 98111 CCT 410097 @ (Space Above This Line For Recording Data) SECOND DEED OF TRUST BOOK /58 PAGE 975 126007 THIS DEED OF TRUST ("Security Instrument") is made on August 9th . The grantor is DAVID E. KEIM and CYNIHIA S KEIM, husband and wife ('Borrower'). The trustee is CLARK COUNTY TITLE COMPANY, a Washington Corporation ("Trustee"). The beneficiary is WASHINGTON MUTUAL BANK which is organized and existing under the laws of Washington and whose address is 1201 THIRD AVENIE. SEATTLE, WA 98101 Borrower owes Lender the principal sum of SEVEN THOIS AND FIVE PINCRED & 00/100--Dollars (U.S. \$ 7,500.00). This debt is evidenced by Borrower's Dollars (U.S. \$ 7,500,00). 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 note dated the same care as this security insulative paid earlier, due and payable on September 1st, 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 instrument. of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in <u>SKAMANTA</u> County, Washington: A tract of land in the Northeast quarter of the Southeast quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows. Lot 1 of the David L. Simes Short Plat, recorded in Book 3 of Short Plats, page 166, Skamania County Records. which has the address of 132 MOUNTAIN VISTA WASHOUGAI

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and focuses now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

_("Property Address");

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 coverants for national use and non-uniform coverants with limited variations by juriediction to constitute a uniform security instrument covering real property.

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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 ever this Security Instrument as a Een on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, if accordance with the provisions of paragraph 8, in Eeu 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 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 time, 12 U.S.C. Section 2001 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 maximum amount a funder they be assert a 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 Lendor, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Eacrow Rems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Rems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Rems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Rems. Lender may not charge Borrower for holding 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 otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest otherwise. Unless an advantage and 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 shall account to Borrower any Funds held by Lender shall 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 shall make up the deficiency in more than twelve monthly payments, at Lender's sole discretion.

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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, or any late charges due under the Note.

4. Charges; Liena. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property 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 fion 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 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 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 by, or defends against before the lien an agreement setifactory 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hotice.

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paragraph 7.

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

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 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.

repair or restors 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 monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquiration shall pass to Lender to the adent of the sums secured by this Security Instrument immediately prior to the acquiration.

Coccupancy, 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 for it least one year after the date of occupancy, unless Lender's principal residence for it least one year after the date of occupancy, unless Lender's principal residence for it least one year after the date of occupancy, unless Lender's principal residence for it least one year after the date of occupancy, unless Lender's principal residence for it least one year after the date of occupancy, unless Lender's principal residence for it least one year after the date of occupancy, unless Lender's principal residence for it least one year after the date of occupancy, unless Lender's principal principal residence of impair the Property of unless addentations of committees agreed in writing, which consent shall not destroy, damage of impair the Property allow the Property to deteriorate, or committee and the Property of the Property or otherwise materially interest. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith a termination, precludes forfeiture of the Borrower's interest in the Property of the Property as a principal residence. If this Security Ins

acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails 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 benkruptcy, probate, for condemnation or forfeiture or to enforce laws 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 fen which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement 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 shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender section being insurance in effect. Borrower shall pay the premiums required by Borrower to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance coverage is not available, Borrower shall pay to Lender seach month a sum equal to one-twelfth of the yearly mortgage insurance previously in

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9. inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential. In connection with any condemnation or other taking of any part of the Property, or for conveyance in fieu of condemnation, are hereby assigned and shall be paid to tender. 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 training, unless Borrower and Lender otherwise agree in writing, 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 property instrument shall be reduced by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking in 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 in 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 settlers.

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 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 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 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 Eability of the original Borrower's successors in interest. Lender shall not be required to 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.

12. Successors and Assigns Bound; John and Several Liability; Co-alginers. The covonants 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 constituted 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 without that Borrower's consent.

13. Lean Charrose. If the loan secured by this Security Instrument and the terms of this Security Instrument or the Note without that Borrower's consent.

Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees the terms of this Security Instrument and (c) agrees the Lender and any other without that Borrower's consent.

13. Loen 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 limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Londer 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 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 presyment 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 making it by first class mail unless applicable fave requires use of another method. The notice shall be directed to the Property Address or any other address Borrower 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 Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicting provisions. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower hall give Borrower hote and Borrower is not

or demand on Borrower.

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 law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, Including, but not 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.

19. Sale of Note; Charge 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 other information required by applicable law.

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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyons 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 regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environ solvents, materials containing asbestos or formaldehyde, and rediscretive materials containing asbestos or formaldehyde, and rediscretive materials containing asbestos or formaldehyde, and rediscretive materials. aragraph co, riezardous substances are mose substances defined as toxic or hazardous substances by substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbitaining asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental fitte jurisdiction where the Property is located that relate to health, safety or environmental protection.

federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any 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 detection to 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 the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and notice, Lander at its option may require immediate payment in tail of all sums secured by this Security instrument without further expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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I Lender Invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of its election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give notice to Borrower and to other persons as applicable law may require. After the time required by applicable law and after the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at an analysis and under the terms designated in the notice of sale in one or more percels and in any order Trustee determines, and 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 constant or increase.

Trustee may postpone sale of the Property for a period or periods permitted by applicable law by public announcement at the united splee fixed is 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 coverant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facle evidence of the truth of the statements made thereir. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior 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 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 Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred 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 linto and shall amend and supplement the covenants and agreements of this Security Instrument. [Chec

Adjustable Rate Rider

Adjustable Rate Rider Graduated Payment Rider	Condominium Rider	1.4 Family Rider
Balloon Rider	Planned Unit Development Rider Rate Improvement Rider	Biweekly Payment Rider
Other(s) [specify]	,	Second Home Rider
BY SIGNING RELOW ROTTOWN SOCIETY		~ ~ ~
BY SIGNING BELOW, Borrower accepts an any rider(s) executed by Borrower and recorded	nd agrees to the terms and covenants con with it.	tained in this Security instrument and i
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DAVID E. KEIM	1 76x Cynth	a p. Kelm 0/9,
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STATE OF WASHINGTON		
Clark County ss:		.
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Public in and for the State of Washington, duly c	August, 19 96, be	fore me the undersigned, a Notary
CYNIHIA S KEIM	appe	Bared LAVID E. KEIM and
described in and who every tert the formacine	t	o me known to be the individual(s)
described in and who executed the foregoing sealed the said instrument as his/her/th mentioned.		
mentioned.		for the uses and purposes therein
THE THINESS my hand and official seal affixed	the day and year in this certificate above	written.
Commission April 30 2		A /
1 1 50 Z	000 Columntume Notary Public in and for the State of Wester	1) Agray
OTAR		ington residing it Valuette 4 PV
V81.10 3	Christine	D. Lyman
O 2 Comment of the Co	QUEST FOR RECONVEYANCE	• •
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The undersigned is the holder of the note other indebtedness secured by this Deed of Tra	or notes secured by this Deed of Trust. S	Said note or notes, together with all
TURES and this Deed of Trust which are delicen	of bands, and the	by directed to cancel said note or
under this Deed of Trust to the person or person	s legally entitled thereto.	rry, art the estate now held by you
DATED.		
	WASHINGTON MUTUAL	BANK
	a corporation	
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