FILED FOR RECORD SKAMP IN THE MASH SKASIANIA CO, TITLE Loan No. 0119329730 Aug 19 11 40 AH 198 AFTERRECORDING, MAILTO. Pohnon AUDITOR U.S. BANCORP HOME LOANS GARY H. OLSON 220 UNITY STREET BELLINGHAM, WA 98225 Scar 70255 [Space Above This Line For Recording Data] **DEED OF TRUST** 126040 ROOK 159 PAGE 58 THIS DEED OF TRUST ("Security Instrument") is made on August 13th, 1996 The grantor is TALLEN L. SEAMAN and PAULA TLENE SEAMAN, husband and wife ("Borrower"). The trustee is SKAMANIA COUNTY TITLE CO. U.S. BANCORP HOME LOANS ("Trustee"). The beneficiary is which is organized and existing under the laws of the State of Washington BELLINGRAM, WA 98225 220 UNITY STREET, Borrower owes Lender the principal sum of ONE HINDRED TWENTY-FIVE THOUSAND THREE HUNDRED 00/100-- Dollars (U.S. \$ 125,300.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for mouthly payments, with the full debt, if not paid earlier, due and payable on August 1st, 2026 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 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 for owing described property located in SKAMANIA County, Washington: A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8
TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDAIN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 3 OF THE SAMUEL J. SEAMAN SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 261, SKAMANIA COUNTY RECORDS. which has the address of 51 BROTHERS ROAD , Carson Washington 98610 ("Property Address"); TOGETHER WITHAIL the improvements now or hereafter erected on the property, and all easements, appurienances, and fixtures 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." 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 coven

10-3048A 8/95

variations by jurisdiction to constitute a uniform security instrument covering real property.

WASHINGTON - Single Family - Famile Mac/Problike Mac UNIFORM INSTRUMENT

Torm 3048 9/90 (page 1 of 4 pages)

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: BOOK 159 PAGE 59

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: BOOK 159 PAGE 59

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompdy pay when due the principal of and interest on the debt existenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable have of to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are the under the Note, until the Note is pash in full, a sum ("Funds") for: (a) yearly taxes and assessments which may amin priority over this Security Insurance as a lien on the Property; (b) yearly leasehold payments or ground rends on the Property, if any; (c) yearly manufact premiums, (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Exerow lems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally retled mortgage loan may require for Borrower's exerow account under the federal Real Estate Settlement Procedures Act 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 che on the basis of current data and reasonable estimates of expenditures of future Exerow 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 entiry (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Exerow Items, unless Lender pays Borrower for bolding and applying the Funds, annually ana

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. If, under pariagraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by 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 has provides otherwise, all appends 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 annibutable to the Property which may amain priority over this Security Instrument, and leasehold payments for ground retts, if any. Borrower shall pay these obligations in the 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 opious operate to prover the enforcement of the lien to get the property insured the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may amain priority over this Security Instrument. If Lender determines that any part of the Property Insurance. Borrower sha

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 restoration or repair is economically feasible or Lender's security would be leasened, 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 abundons 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 posspone the due due 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 acquisition.

6. Occupancy, Preservations, Maintenance and Protection of the Property; Borrower's Lender to the activat of the same secured by this Security Instrument mind shall continue to occupy the Property as Borrower's principal residence within sixty days after the date of occupancy, unless Lender otherwise materials. Borrower shall not destroy, damage or impair the Property, allow the Property to destroying the limit and the limit of the indicated by this Security instrument or Lender's sociality interest. Borrower shall not destroy, damage or impair the Property, allow the Property to destroying the action or proceeding to be dismissed with a reliance of the line created by this Security

provisions of the lease. If Borrower 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 bunkrupty, 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 lien which has priority over this Security Instrument, appearing in court, paying reasonable amorneys' rices and emering on the Property to make repairs. Although Lender may take action under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

8. Mortigage Insurance.

8. Mortigage Insurance.

8. Mortigage Insurance.

8. Mortigage Insurance.

8. If Lender required nortigage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to obtain coverage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage insurance coverage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in the mortgage insurance coverage is passed or ceased to be in effect, Hender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance coverage is passed or ceased to be in effect. Hender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance coverage insurance coverage in the amount and for the peri

Loan #: 0119329730

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 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 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 equal to or greater that 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 Property immediately before the taking is less than the amount of the sums secured immediately before the 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, unless Borrower and Lender otherwise agree in writing or unless applicable has otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured by this Security Instrument, whether or not 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 it

Onless 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. Berrower 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 original Borrower or 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 shall not be a waiver of or preclude the exercise of any right or remedy.

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 peragraph 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 imay agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the

other Borrower may agree to extend, modify, forbear or trake any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Least Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum tour 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 lois charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, then: (a) any such lois charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums altered collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal cwed under the Note or by making a direct payment in Borrower. Lender may choose to make this refund by 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 unders applicable law requires use of another method. The notice 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 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 to Borrower by first class mail to Lender's address stated herein or any other address. Lender designates by notice to Borrower. Any notice to Borrower by first class mail to Lender's address stated herein or any other address. Lender designates by notice to Borrower. This Security Instrument shall be given by forcer law and the law of the jurisdiction in which the Property is located. In the event that any provisions of this Security Instrument or the Note conflicts with appli

18. Berrower'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) curves 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 sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower's obligation as Lender sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower's, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate 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 Lean 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 nonably payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer with paragraph 18 above and applicable law. The notice will state the name and address of the new Loan Servicer of the Loan Servicer with payments due under the Note will be given written notice of the change in accordance with payments

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by amenial Law and the following substances: gasoline, keroseas; other flamenable or toxic petroleum products, toxic pesticides and idea, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, materials deferred laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental

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

NON-UNIFORM COVENANTS. Borrower and Leader 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 them 30 days from the date particle is given to Borrower, by which the default must be cured; and (d) that fulture 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 acceleration, the right to bring a court action to assert the non-existence of a default or any other nonters required to be included in the notice by applicable law. If the default is not cured on or before the last many other nonters required to be included in the notice by applicable law. If the default is not cured on or before the last runners without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to callect all expanses facured in personing the remedies provided in this paragraph 21, including, but not limited to, reasonable atterneys' fees and costs of title evidence. th toe many demand and may red to callect all expanses faculty of the eviden

Form 3046 9/90 (page 3 of 4 pages)

If Lender invokes the power of sale, Lender 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 haw may require. After the time required by applicable haw and after at the time and place sod under the terms designated in this notice of sale in one or more parcels and in any order Trustee at the time and place sod under the terms designated in this notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periodic permitted by applicable haw by public auronuccement. Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any coverness or warranty, expressed or 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 to it or to the clerk of the superior court of the county in which the sale took place.

12. Reconveyance. Upon payment of all sums secured by this Security Instrument; and (c) any carees 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.

12. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the photocourty the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation appointed hereunder who has ceased to act. Without conveyance of the human from time to time appoint a successor trustee to any or the finite trusteer who has ceased to act. Without conveyance of the human from time to time appoint a successor trustee to any or the finite trusteers of the successor trusteers and the successor trusteers and the following the property who has ceased to act. Without conveyance of the human from time to time appoint a successor trusteers. costs allowed by applicable law.

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. Ridger to this Security Instrument. If one or more ridges 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. [Check applicable box(applicable box(applicabl Adjustable Rate Rider Condominium Riser 1-4 Family Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
Second Home Rider Balloon Rider Rate Improvement Rider Other(s) [specify] 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. भेदाका तहरी LULIO Seman by Pullo Silumen P.O.a STATE OF WASHINGTON, County of SNOHOMISH On this 16TH day of AUGUST , 19 96 , before me personally appeared PAULA ILENE SEAMAN to me known to be the individual described in and who executed the foregoing instrument for HER self and also as Attorney in fact for the foregoing instrument for HER self and also as Attorney in fact for and acknowledged that S he signed and sealed the same as HER free and voluntary act and deed for HER self and also as HER free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living and is not insane. Given under my hand and official seal the day and year last above written. COMMISSION EXPIRES: 3-16-99 ACKNOWLEDGEMENT, INDIVIDUAL AND AS ATTORNEY IN FACT, Notary Public in and for the State of Washington, residing at ARLINGTON CARRIE L. ROSS CT-250 REQUEST FOR RECONVEYANCE TO TRUSTEE: The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all its note of trust, which are delivered hereby, and to recouvey, without warranty, all the estate now held by you here this Deed of Trust to the norman or norman health anxieted thereto. this Deed of Trust to the person or persons legally emitted thereto.

orm 3046 9/90 (page 4 of 4 pages)