Washington		
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• •		SKAHARIA US. WASH BY SKAHADIA CO, TITLE
Loan No. 01-988-600029-3	1	
SKAMANIA COUNTY TITLE COM	PANY 20408	Hoy 1 3 95 PX 'S6 PXOWRY AND ITOR
AFTER RECORDING, MAIL TO:		Q Sound
		HIDITOR TO
WASHINGTON MUTUAL		GARY H. OLSON
Loan Servicing		GART II. GEGGG
P.O. Box 91006, SAS0304		
Seattle, WA 98111		
SCTC 20408		[Space Above This Line For Repording De
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120023		BOOK /60 PAGE 573
THIS DEED OF TRUST ("Security	/ Instrument') is made on Octob	on Ores
996 . The grantor is DARREN L.	CIMMINGS and PROMYN	A. CUMINGS, husband and wife
a Washington Corporation	("Borrower"). The trus	199 IS SKAMANIA COUNTY TITLE COMPA
WASHINGTON MUTUAL BANK		("Trustee"). The beneficia
nder the laws of Washington	, and whose	address is 1201 THIRD AVENUE,
SPATILE, WA 98101		
criower ower cender the principal sum	Of CNE HINRED THIRTEEN	THOUSAND FIVE HINDERD & 00/100
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WASHINGTON - Single Family - Fannie Mas/Freddie Mac UNIFORM INSTRUMENT

1529A 8/94

Form 3048 9/90 (page 1 of 4 pages) TO BE RECORDED

Loan #: 01-988-600029-3 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. Borrower shall promptly pay when due the principal of and 2. Funds for Taxes and insurance. Subject to applicable faw 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 sume payable by Borrower to Lender, if accordance with the provisions of paragraph 8, in lieu of the payment of mortigage insurance premiums. If any; and (f) any lender for a federally related mortgage loan may require for Borrower's secrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2001 of 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. Lender may settlement Procedures Act of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable faw.

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17.

of Funds due on the basis of current data and reasonable estimates of expenditures of future Eacrow 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 Eacrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the secrow account, or verifying the Eacrow items. Lender may not charge 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 of cernings on the Funds. Borrower and Lender may agree in writing, however, that interest 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 pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be hold 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 st any time is not sufficient to pay the Eacrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall apply 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 payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borr

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may stiain priority over this Security instrument, and less shold payments or ground rents, if any. Borrower shall pay these obligations in the manner 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 an agreement satisfactory to Lender subordinesting the lien to this Security Instrument. If Lender determines that any part of the Property les subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien.

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall settled within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires their surface carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls 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 lest and the lien is the lien of the property in accordance

peragraph 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 lose, 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 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.

Lender that the insurance carrier has offered to settle a craim, then between 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 morthly 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 shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, 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 within sixty days after the execution of this Security Instrument otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the fine created by this Security Instrument or Lender's security Interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate Information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property.

7. Protection of Lender's Flights in the Property. If Borrower shall in the Prop

as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the 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 bankruptcy, probate, for condermation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whetever 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 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 experient.

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 mortgage insurance previously in effect, as a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, as a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, as a cost substantially equivalent to the cost to Borrower of the mortgage insurance previou

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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 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 taking, 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 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, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is shandoned by Borrower, or if, after notice by Lender to Borrower that the condemnation of the sums are ward or settle a

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 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 walver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liebility; 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 not personally obligated to pay the sume secured by this Security Instrument but does not execute the Note: (a) is not personally obligated to pay the sume secured by this Security Instrument; and (c) agrees that Lender and any other without that Borrower's consent.

co-signing this Security instrument only to modusage, 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 sume secured by this Security Instrument; and (c) egress that Lender and any other Borrower may agree to extend, modify, forbear or make any secommodistions with regard to terms of this Security Instrument or the Note without that Borrower's consent.

13. Lean Chargee. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that lew is finally interpreted so that the interest or other loan charges offsected for the consection with the loan exceed the permitted limits, and (b) any sums already collected from Borrower which accessed by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which accessed permitted limits will be refunded to Borrower. Lender may choose to make this reducing the principal owed under the Note or by making a direct permit to Borrower. It a refund reduces principal, the reduction will be treated as partial principal owed under the Note or by making a direct permit to Borrower. It a refund reduces principal, the reduction will be treated as 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 used of another method. The notice shall be circuited to the Property Address or any other address Borrower and the security instrument will be the provision of the security instrument of the Note conflict provision of the security instrument and the law of the furification in which the Property is located. In the event that any provision or disussed the security instrument of the Note and the Security Instrument.

15. Borrower's Deep Borrower's half by given one or fortice provisions of this Property is a

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 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 anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property of small quantities of 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 Environmental Law.

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, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the 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 Corrower 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 date 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 the right to bring a court action to assert the non-estatence of a default or any other matters required to be included in the notice by applicable law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full 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 coets of title evidence.

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If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Pri-perty to be sold. Trustee and Lender shall take such action regarding ribtlee of sale and shall give publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public section to the highest bidder at the time and place and under the terms designated in the 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 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 any 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 Trustee's deed shall be prime facile evidence of the truth of the statements made therein. Trustee shall apply the processes of the sale in the following order: (a) to all expanses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sume secured by this Security instrument; and (c) any excess to the person or personal lengthy antition to be or the person or personal lengthy antition to be or the person or personal lengthy antition to be or the person or personal lengthy antition to be or the personal lengthy antition to be or the person or personal lengthy antition to be or the personal departy antition to be or the personal departy and the personal lengthy antition to be or the personal lengthy antition to be or the personal departy and the personal lengthy antition to be or the personal departy and the personal departy and the personal lengthy antition to be or the personal departy and the p

22. Reconveyance. Upon payment of all a Property and shall surrender this Security Instrument a reconvey the Property without warranty and Lender shipersone shall pay any recordation costs. 23. Substitute Trustee. In accordance with a appointed hereunder who has ceased to act. Without duties conferred upon Trustee herein and by applicable 24. Use of Property. The Property is not used 25. Riders to this Security Instrument.	ums secured by this Security Instrument, Lender shall request Trustee to reconvey the aid an notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall sill charge Borrower a release fee in an amount allowed by applicable law. Such person or pplicable law, Lender may from time to time appoint a successor trustee to any Trustee corresponds of the Property, the successor trustee shall succeed to all the title power and
	The control of the co
Adjustable Rate Rider	EDOUGLES ON
Graduated Payment Rider	Condominium Rider 1.4 Family Rider
Balloon Rider Other(s) [specify]	Planned Unit Development Rider Blweekly Payment Rider Second Home Rider
RV SIGNING DELOW D	
any rider(s) executed by Borrower and recorded w	of agrees to the terms and covenants contained in this Security Instrument and In
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Stonwyn C. Cummi	now x Clause & Comment
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STATE OF WASHINGTON	Apparentally.
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On this 31 day of	October , 19 96 , before me the undersigned, a Notary
DARREN L. CUMMINGS	nmissioned and aworn, personally appeared <u>RRONWYN A. CUMMINGS</u> and
described in and who executed the forecoing in	to me known to be the individual(s) strument, and acknowledged to me that he/she they signed and free and voluntary and good for the they
sealed the said instrument as his/her the	free and voluntary and and dood for the they signed and
mentioned.	the sale deed, for the uses and purposes therein
WITNESS my hand and official seal affixed the	ne day and year in this certificate above written.
•	
My Commission expires: September 13, 1	
	Notary Public in and for the State of Washington residing at: Stevenson
•	•
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O TRUETES.	EST FOR RECONVEYANCE
The undersigned is the holder of the note as	
ther indebtedness secured by this Deed of Trust	notes secured by this Deed of Trust. Said note or notes, together with all have been paid in full. You are hereby directed to cancel said note or hereby and to recovery without ways of the content of t
otes and this Deed of Trust, which are delivered it	hereby, and to recovery without transport of the cancel said note or

under this Deed of Trust to the person or persons legally entitled thereto.

DATED:	WASHINGTON MUTUAL E a corporation	BANK
Moil cooper	Ву	
Mail reconveyance to		
1529D @-9-g	Page 4 of 4	TO BE RECORDED