The state of the s ())) Washington Mutual .FILED.TOWNE CORD SKANAS 1 DELWASH BY SKAMADIA CO, TILL Loan No. 01-606-625730-7 SKAMANIA COUNTY TITLE CO 20428 Hor 26 10 16 AH 196 AUDITOR AFTER RECORDING, MAIL TO: WASHINGTON MUTTAL Loan Servicing P.O. Box 91006, SAS0304 GARY H. OLSON Seattle, WA 98111 SCO2 70428 [Space Above This Line For Recording Data] **DEED OF TRUST** BOOK 161 PAGE 18 126788 THIS DEED OF TRUST ('Security Instrument') is made on November 20th . The grantor is DAVID K ALLEN and RANAE M ALLEN, husband and wife ("Borrower"). The trustee is SKAMANIA COUNTY TITLE CO. a Washington Corporation ('Trustee'). The beneficiary is WASHINGTON MUTUAL BANK which is organized and existing under the laws of <u>Washington</u> , and whose address is 1201 THIRD AVENUE, SEATTLE, WA 98101 ('Lender'). Borrower owes Lender the principal sum of TWENTY-SIX THOUSAND TWO HUNDRED FIFTY & 00/100-- Dotlars (U.S. \$ 26,250.00). 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>December 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 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 SKAMANIA County, Washington: LOT 3 OF GREEN ACRES SUBDIVISION, ACCORDING TO THE RECORDED PLAT, RECORDED IN BOOK B OF PLATS, PAGE 82 IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.





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which has the address of 21 PA		NORTH BONNEVILLE
	[Street]	[City]
Washington 98639	('Property Address');	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

WASHINGTON - Single Family - Fannie Mas/Freddie Mac UNIFORM INSTRUMENT

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

Loan #: 01-606-625730-7

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: ROOK 161 PACE 19

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 hazard or properly 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 lieu of the payment of mortgage insurance premiums. These items are called "Escrow kems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a of 1974 as amended from time to time, 12 U.S.C. Section 2601 of seq. (RESPA), unless another law that applies to the Funds sets a lesser of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow kems or otherwise in accordance with applicable law.

The Funds shall be held in an installation with the mount of the payment or otherwise in accordance with applicable law.

or runds due on the basis of current data and reasonable estimates of expenditures of future become terms 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. 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 otherwise. Unless an agreement is made or applicable law revorting service used by Lender in connection with this loan, unless applicable law provides 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 the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the make up the deficiency. Borrower 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 apply tender to be requisition or sale as a credit against the sums secured by this Security instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments 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; fount, to principal due; and last, or any late charges due under t

be applied: litst, to any prepayment charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and Impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold 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 enforcement of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the filen by, or defends against holder of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien in a green at statisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term 'extended coverage' and any other hazards, including floods or flooding, for which Lender the Insurance shall be maintained in the arrownia and for the periods that Lender requires. The insurance carrier providing coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance soliciae and remeable shall be accapitable to Lender and shall include a standard mortoged clause. Lender shall have the

paragraph r.
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

right to hold the policies and renewals. It Lender requires be convert shall promptly give to Lander all receips of paid permiture and renewal promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property demanded. It is restoration or repair at the Property demanded, the restoration or repair at the Property demanded in the restoration or repair at the Property of the restoration or repair and restoration of the restoration

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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 immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument: immediately before the taking, unless Borrower and Lender otherwise agree in writing, 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, 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 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 Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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 Wahrer. Extension of the time for payment or modification of the sums secured by this Security Instrument of granted by Lender to any successor in interest of Borrower and properties 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 retrieve to extend time for payment or otherwise modify amortization of the same secured by this Security Instrument by the security instrument and agreements and agreements of this Security Instrument and segment of the property of the security instrument shall be joint and several. Liability; Co-signets. The covenants and agreements of this Security Instrument shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signified by Security Instrument shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signified by Security Instrument shall be constant, and properties of the security Instrument of the 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 are garee to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument of 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 interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, with properties to that the interest or other loan c

or demand on Borrower.

18. Sorrower'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, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 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.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or felease 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.

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 temediation 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 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 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 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 auction 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 non-existence of a default or any other defense of Borrower to acceleration and sale, and notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all 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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TO BE RECORDED

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1-4 Family Rider

Biweekly Payment Rider

H 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 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 the time and place and under the terms designated in the notice of sale in one or more perceis and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periode permitted by applicable law by public announcement at the time and place fixed in the notice of sale. Lender or its designae 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 prima facile evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sele, 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 count 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 reconvoy the Property and shall surrender this Security instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall 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 cased to act. Without conveyance of the Property, the successor trustee shall succeed to all the tifle, power and duties conferred upon Trustee herein and by applicable law.

24. Use of Property. Th

Adjustable Rate Rider

Balloon Rider

Graduated Payment Rider

Rate Improvement Rider

Planned Unit Development Rider

Condominium Rider

Other(s) [specify]		TOTAL TIPO:	Pecoug Home Higel
RV CIGNING DELOW D		-9 #	4.0
any rider(s) executed by Sorrower	Wer accepts and agrees to the	terms and covenants or	ontained in this Security Instrument and
	and recorded that is.		. /
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STATE OF WASHINGTON	T		
SKAMANIA Count	y ss:		
On this 22ND	day of NOVEMA	EC 10.91.	efore me the undorsigned, a Notary
Public in and for the State of Wash	hington, duly commissioned an	d sworn personally and	efore me the undersigned, a Notary leared <u>DAVID K ALLEN and RAN</u>
M ALJEN		Torrit personally app	AND A ALLEN AND RAN
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see 30 Ma and instrument as	nis/her/tyheir free and	scknowledged to me	to me known to be the individual(s) that he/she/kney) signed and t, for the uses and purposes therein
THEIRIGRAD, "77"			
S WITNESS BY Pand and office	cial seal affixed the day and yea	r in this certificate above	written.
My Commission atoms: MAY	6.1998	. () //	
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TO TOURTE	REQUEST FOR REC	CONVEYANCE	
TO TRUSTEE: The undersioned is the hold	lor of the sets or sets		· ·
other indebtedness secured by th	is Deed of Trust, have been o) by this Deed of Trust.	Said note or notes, together with all eby directed to cancel said note or
notes and this Deed of Trust, which	th are delivered hereby, and to	reconvey, without warr	eby directed to cancel said note or anty, all the estate now held by you
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