

LOSO NO. 01-144-660487-0 SKAMANIA COUNTY TITLE COMPANY 20528 AFTER RECORDING, MAIL TO:

Washington Mutual Bank LOAN SERVICING PO BOX 91006 - SAS0309 SEATTLE, WA 98111 FILED FOO RECORD SKAHATION WASH BY SKAMANIA COUNTLE

DEC 30 9 12 AM 'S6 P. Johnson AUDITOR GARY N. OLSON

BOOK 141 PAGE 544

Scot 20528

[Space Above This Line For Recording Data]

127011

DEED OF TRUST

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THIS DEED OF TRUST ("Security Instrument") is made on	December 19, 1996 . The grantor is
RAYMOND E SMITH and JOHANNA E SMITH, HUSBAND AND 1	MIFE
("Borrower"). The trustee is SKAMANIA COUNTY TITLE, a Was	shington corporation
("Trustee"). The beneficiary is	Washington Mutual Bank
, which is organized and existing under the law	
1201 Third Avenue, Seattle, WA 98101 principal sum of Fifty Thousand Two Hundred Fifty & 00	("Lender"). Borrower owes Lender the
	Dollars (1) S \$ 50, 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 pays	ble on January 1, 2027 This
Security Instrument secures to Lender: (a) the repayment of the del	bt evidenced by the Note, with Interest, and all
renewals, extensions and modifications of the Note; (b) the payment paragraph 7 to protect the security of this Security Instrument; and (of all other sums, with interest, advanced under
agreements under this Security Instrument and the Note. For this purp	cy the performance or sorrower's covenants and
trustee, in trust, with power of sale, the following described prope	rty located in Skamania
County, Washington:	
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COUNTY OF SKAMANIA, STATE OF WASHINGTON.	IN WIRELITE MERIDIAN, IN THE
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	adexed, oir
	Adirect Filmed
	Maile
	Explicit A
which has the address of 62 COLLINS RD	, WASHOUGAL
(Street)	(City)
Washington 98671-7549 ("Property Address");	
TOGETHER WITH all the improvements now or hereafter appurtenances, and fixtures now or hereafter a part of the appurtenances.	erected on the property, and all easements,
appurtenances, and fixtures now or hereafter a part of the property covered by this Security Instrument. All of the foregoing is referred to in	. All replacements and additions shall also be
BORROWER COVENANTS that Borrower is lawfully seised of the grant and convey the Property and that the Property is unencumbered warrants and will defend generally the title to the Property assists and will defend generally the title to the Property assists.	
and any according to the to the Hoberta addition all the	aims and demands, subject to any enginebrances
of record.	
THIS SECURITY INSTRUMENT combines uniform covenants fo	f national use and nonuniform
limited variations by jurisdiction to constitute a uniform security instrument	ent covering real property.
	= * * *

WASHINGTON - Single Family - Famile Mae/Freddie Mac UNIFORM INSTRUMENT 1529A (12-94)

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

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: BOOK /// PAGE 567

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 any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; any; (e) yearly mortigage insurance premiums; (i) yearly flood insurance premiums; any; (e) yearly mortigage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that amount. Lender may estimate the amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity, (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, Lender may not pays Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender may an one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law Borrower any interest on the Funds and applying the Funds. Borrower and Lender may agree in writing, however, Lender may require Borrower to pays Borrower for holding and applying the Funds. Borrower and Lender may agree in writing, however, tender shall

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 amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at

sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower 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 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 amourts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, or any late charges due under the Note.

4. Charges: Liens. Borrower shall pay all lases, assessments, charges, times 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 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 in the payment of the obligation secured by the lien in an anginer acceptable to Lender; (b) contests in good faith the lien by, or defends against the payment of the obligation secured by the lien in an anginer acceptable to Lender; (b) contests in good faith the lien by, or defends against the holder of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien by, or defends against tosts by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which providing the lien Borrower shall be maintained in the amounts and for the periods that Lender requires. The insuran

An insurance possess and renewals. Harder requires, Borrower shall place the policies and renewals. If Lender requires, Borrower shall give prompt notice to the insurance carrier and Lender. Lander and server of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lander and server of loss in not a standard promptly by Borrower and the prompt of the prom

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8. Inspecion. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice as the time of or prior to an inspection specifying reasonable causes for the Inspection.

7. On the station of or prior to the Property, or for conveyance in lost organic date; or consequential, in convection with any recommandian or other taking of the Property in the conveyance in lost organic date, or consequential, in convection with any recommandian or other taking of the Property in the overance of a partial taking of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair the Property in the Property is the property to the Property in the Property in the Property is the Property in the Property in the Property in the Property is the Property in the Property

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 that 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 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 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 cor regulatory agency or privats 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 with Environmental Law.

As used in this paragraph 20. "Hazardous Substances defined as toxic or hazardous substances as toxic or hazardous substances of the property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with this paragraph. 20. "Hazardous Substances defined as toxic or hazardous substances by

any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by 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.

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, 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 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 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

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TO BE RECORDED

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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 notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of and under the terms designated in the notice of sale in one or more parce's and in any order Trustee determines. Trustee may postpone sale Lender or its designated in the notice of sale in one or more parce's and in any order Trustee determines. Trustee may postpone sale Lender or its designate 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, 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' the superior court of the county in which the sale took place.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, 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. Frustee 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 purposés:

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 into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify]	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	1.4 Family Rider Biweekly Payment Rider Second Home Rider
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

STATE OF WASHINGTON WK County ss:

day of December, 1996, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

RAYMOND B SMITH and JOHANNA E SMITH

to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that <u>he/she/they</u> signed and sealed the said instrument as and deed, for the uses and purposes therein mentioned. his/her/their free and voluntary act

WITNESS my hand and official seal affixed the day and

My Commission expires: 9-17-00

REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

DATED: Mail reconveyance to

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