A WASH BY FLARK COUNTY TITLE

PREPARED BY AND AFTER RECORDING MAIL TO:

GREAT WESTERN BANK P.O. BOX 92356 Los Angeles, CA 90009-2356 MAR 6 2 36 111 '97 GARY H. OLSON

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SPACE ABOVE THIS LINE FOR RECORDING DATA

DEED OF TRUST

COUNTY CODE: 030 **OFFICE NUMBER:** LOAN NO.: 1-816151-5

THIS DEED OF TRUST ("Security Instrument") is made on February 26, 1997
The grantor is
DAVID J. HOLLAND AND TONI S. HOLLAND, HUSBAND AND WIFE

("Borrower"). The trustee is WASHINGTON RECONVEYANCE COMPANY ("Trustee"). The beneficiary is GREAT WESTERN BANK, A FEDERAL SAVINGS BANK
DOING BUSINESS AS SIERRA WESTERN MORTGAGE COMPANY
which is organized and existing under the laws of ______THE UNITED STATES OF AMERICA , whose address is

whose address is

9451 CORBIN AVENUE, NORTHRIDGE, CA 91324
("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED SIXTEEN THOUSAND TWO HUNDRED FIFTY AND 00/100

Dollars (U.S. \$116,250.00). 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 April 1, 2012 . 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 34, SKAMANIA HIGHLANDS, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "A" OF PLATS, PAGE 140, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Tax Parcel No.: 2-5-19B-134 which has the address of 222 HIGHLAND ROAD

WASHOUGAL

Washington 98671

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, ppurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall so 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

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

when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 12001 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 due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3048 / 9/90 MENT Form 3048 9/90 (page 1 of 5 pages)
Borrower Initials by TSH POA TSH

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The Funds shall be held in an institution whose deposits are insured by a dederal agency, intromentality, or entity fincluding Lender, if Lender is such an institution to a person of the proof of the Funds to pay the Escrow Items. Lender may not change Backers from Long and applying the apply the Funds to pay the Escrow Items. Lender may not change Backers from Long and applying the apply the Funds to pay the Escrow Items. Lender may not change Backers from Long and applying the Story Items, unless and applying the Story Items, unless the Control of the Items of Items

the amount of the payments. If under Paragraph 21 the Property is acquired by Lender, Borrower's right to any instrume policies and proceeds resulting from damage to the Property prior to the acquisition shall ness to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

8. Occupancy, Preservation, Maintenance and Protection of the Property.

Application: Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence or at least or event after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not even after the date of occupancy, unless Lender circumstances exist which are beyond Borrower's control. Borrower shall be in destroy, damage or impair the Property allow the Property to deteriorate, or commit waste on the shall not destroy, damage or impair the any, forfeiture action or proceeding, whether civil or criminal, is begunder. Borrower shall be in default if could result in forfeiture of the Property or otherwise materially impair in the reinstate, as provided in strument or Lender's security interest. Borrower may cure such a default in the rest action or proceeding, whether civil or criminal, is begundered the rested by this Security faragraph 18, by causing the action or proceeding to be dismissed with a nuity gate, in Lender's good faith indemental instrument or Lender's security interest. Borrower may cure such a default in the rested by this Security instrument or Lender's security interest. Borrower may cure such a default in the contract of the Borrower's interest in the Property other material impairment of the Borrower's security interest. Borrower may cure such a default it to Lender (or ing the loan application process, gave materially false or inaccurate inhall also be in default it to Lender (or ing the loan application process, gave materially false or inaccurate inhallows the property in the property is security instrument in the property is security instrument or a

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month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments option of Lender, if mortgage insurance. Loss reserve payments may no longer be required, at the provided by an insurer approved by Lender again becomes available and for the period that Lender requires or maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in condemnation, are hereby assigned and shall be paid to Lender.

10. 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 to or greater than the amount of the sums secured by this Security Instrument immediately before the taking is equal taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total traking of the Property in which the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the property immediately before the taking, divided by (b) the fair market value of the Property 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. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall the amount of such payments.

after the date the rotice is given, Lender is authorized to content and supply the present of the Property or to the sums secured by this Scurity instrument, whether or not be presented and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend of postpone the due date of the monthly parametric referred to in Paragraphs. I and 2 of change the amount of such payments.

Links Lender and Borrower of the Breakeach of presented by the Scurity instrument granted by Lender to any successor in interest. I otherwise the sum of the sum

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20. Hezerdous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or refuses of any Hazardous Substances on or in the Property. Borrower shall not do, say, disposal, storage, or secure of the property that is in violation of any Environmental Law. The preceding two secures as all facturing the Property that is in violation of any Environmental Law. The preceding two secures are all causes and the content of the property and any Hezerdous Substances that are generally recognized to the appropriate to normal residential uses and to maintenance of the Property and property of the Property and any Hezerdous Substances of Environmental Law of which Burky of the Property and any Hezerdous Substances of Environmental Law of which Burky of the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with property is necessary. Borrower shall not a property and the property is property and public prop

Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify]	Condominium Rider Planned Unit Development Ri Rate Improvement Rider	1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrow Security Instrument and in any rider(wer accepts and agrees to the te	rms and covenants contained in this
Witnesses:	David	Holland
	Gy Jones BAVID J. HOLL	lolland his atty in fact
-	TONI S. HOLLA	S. Halland (South
•	<u> </u>	(Seal)
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	: -	(Seal) -Borrower

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TATE OF WASHINGTON			-	
DUNTY OF CLARK		-{ ss		
On this 27 day of Fe	bruary		a noreonaliv si	nneered
NI S. HOLLAND	Didaly			ual described in and
recuted the foregoing instrument for	orher	_self and as Atto	orney in Fact to	DAVID J. HOLLAN
eled the same as her free a	nd volunta	and	acknowledged	
ee and voluntary act and deed as	Attorney in	Fact for said or	ncipal for the u	self and also as <u>he</u> uses and purposes ti
entioned, and on oath stated that I	he Power o	of Attorney author	izing the execu	ition of this instrumer
x been revoked and that the said p	orincipal is	now living and is	not incompete	nt.
iven under my hand and official se	al the day a	ınd year last abov	e written	
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\$40U79		Notary Public is		tate of WASHINGTON
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A CONTRACTOR OF THE PARTY OF TH	BEOLIEGI	FOR RECONVEYA	ner.	
To Trustee: The undersigned is a holder of to				k.
ogether with all ether indebtedness firected to cancel said note or notes without warranty, all estate now hi entitled thereto.	secured by and this D	this Deed of Trus eed of Trust, which	st, have been p ch are delivered	aid in full. You are he
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