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PERWAY

AUDITOR

GARY M. OLSON

Return To:

Industry Mortgage Company L.P. 3450 Buschwood Park Drive Ste. 250 Tampa, Florida 33618

Assessor's Parcel or Account Number: 03-07-36-2-4-1000-00

Abbreviated Legal Description:

Lot 6, Block 5, Roselawn Extension

Full legal description located on page 2 .

SOR 70782

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on April 09, 1997 . The grantor is Greg Weber and Gerri Weber, Husband and Wife

("Borrower"). The trustee is

SKAMANIA COUNTY TITLE COMPANY

("Traine"). The beneficiary is
IMC Mortgage Company. A Plorida Corporation IMC Mortgage Company. A Piorica Company which is organized and cristing under the laws of Delaware address in 3450 Buschwood Park Drive Suite 250 Tampa, FL ("Lender"). Borrows over Levilley and Zerc sum of Eighteen Thousand Three Hundred Dollars and Zero Cents.
Dollars (U.S. \$18,300.00

FINALTHIMC UNIFORM INSTRUMENT

Page 1 of 8 Initials: /////
VMP MORTGAGE FOICES - (500)521-7291

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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 . This Security Instrument secures to Lender: (a) the repayment April 14, 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 coverants and agreements under this Security strument and the Note. For this purpose, Borrower irrevreably grants and conveys to Trustee, in trust, with power of sale, the following described property located in

County, Washington:

Lot 6, Block 5, Roselawn Extension, according to the plat thereof, recorded in Book A, Page 65, in the County of Skamania, State of Washington.

which has the address of 267 School Street Stevenson, [ZpCele] (Property Address);

Washington 98648
[Zip Ceta] ("Property Address");
TOGETHER WITH all the improvements in w or hereafter created on the property, and all casements, appurenances, 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 redered to in this Security Instrument as the

Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is mannembered, 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 counding a uniform security instrument covering real

property.
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 due under the Note.

charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to it written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, small the Note is paid in full, a sunt ("Funds") for: (a) yearly town and assessments which may attain priority over this Security insurance as a lieu on the Property; (b) yearly leasehold payments or ground reak on the Property, if any; (c) yearly leasehold payments or ground reak 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; (e) yearly mortgage insurance premiums. If any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of purgraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loss may require for Borrower's encour account under the federal Real Estate Sentement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et sen. ("RESPA"), unless another law that another to the Funds set a lesser amount. If ac. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds seus a lesser amount. If so, Leuder may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Leader may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of timest the amount of Funds due on the basis of current data and reasonable estimates of expenditure the Escrow hears or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are institut by a federal age.

stomestality, or entity (including Lender, if Lender is such an institution) or in any Foleral Home Lo

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Bank. Lend'tr 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, unless Lender pays Burrower 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 otherwise. Unless an agreement is used or applicable law requires interest to be paid, Lender 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 theree, 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 Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds hald by Lender at any time is not sufficient to pay the Escrow Items when doe, 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

Upon payment in full of all same secured by this Security Instrument, Leader shall promptly refend to Borrower any Funds held by Leader. If, under paragraph 21, Lender shall acquire or sell the Property, Leader, prior to the acquisition or sale of the Property, shall apply any Funds held by Leader at the time of on 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 payagraphs 1 and 2 shall be applied: first, to any propayment charges due under the Note; second, to amount payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to

say late charges due under the Note.

4. Charges; Lieux. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and intested payments or ground rems, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower

or ground runs, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. 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 discharge any lies which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lies in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lies in, legal proceedings which in the Lender's opinion operate to provent the enforcement of the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may strain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall minisfy the lies or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hannel or Property Insurance. Regreever shall show the insurancements now existing or house.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter eracted on the Property insured against loss by fire, hazards included within the term "examined coverage" and any other hazards, including floods or flooding, for which Leader requires insurance. This insurance shall be maintained in the amounts and for the periods that Leader requires. The insurance carrier providing the insurance shall be channed by Borrower subject to Leader's approval which shall not be unreasonably withhold. If Borrower follows: withheld. If Borrower falls to maintain coverage described above, Lender may, a coverage to protect Lender's rights in the Property in accordance with paragraph 7. a coverage described above, Leader may, at Leader's option, obtain

arance policies and recovals shall be acceptable to Lender an d shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Burrower 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 uptly by Bonrower.

Unless Londer and Boxrower 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

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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 same secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not sustee: 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 to the notice is given.

Unless to the first and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or posspone the due of the mouthly 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 I sader to the acquisition and proceeds to the source of the s

sider to the extent of the stamt secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan plication; Lesscholds. Borrower shall occupy, establish, and use the Property as Borrower's principal idence within sixty days after the execution of this Security Instrument and shall concious to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Leader otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extens ting os exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to descriprate, or commit waste on the Property. Borrower shall be in descript if iture action or proceeding, whether civil or criminal, is begun that in London's good faith judgment could result in forfeinire of the Property or otherwise materially impair the lieu created by this Security at or Lender's security interest. Borrower may care such a default and reinstate, as provided in puragraph 18, by causing the action or proceeding to be dismissed with a roling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lies created by this Security Instrument or Lender's security interest. Borrower shall also be in definit if Bostower, during the loan application process, gave materially false or inaccurate information or statements to Leader (or falled to provide Leader with any material information) in committee with the loan evidenced. by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lesse. If Borrower acquires for this to the Property, the lessehold 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 bankrupacy, 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 same secured by a lieu which has priority over this Security Instrument, appearing in court, paying reasonable attorneys feer and entering on the Property to make repairs. Although Lender may take action under this pringraph 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 Scottiny 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 payment.

Mortgage Insurance. If Lender required mortgage insurance as a condition of making the Icon secured by this Society Insurance, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender laptes or causes to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender, If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each

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nonth 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 as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to 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 Lender or applicable lew.

5. 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

18. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in action with any condemnation or other taking of any part of the Property, or for conveyance in him 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 full 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 loss than the amount of the sums secured immediately before the tricing, unless Borrows; and Leader otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Jests under whether or not the sums are then due,

If the Property is abandoned by Borrower, or if, after notice by Leader to Borrower that the condemner offers to make an award or settle a cirim for damages, Borrower falls 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

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. Berrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lander 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 sons in interest. Any furbourance by Lender in exercising any right or remody shall not be a waiver of

or precised the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-righers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Leader and brower, indiject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and veral. 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 may agree to extend, modify, forbear or

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then due.

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make my accommodations with regard to the terms of this Security Instrument or the Note without that

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which acts maximum loss charges, and that law is finally interpreted so that the interest or other loss charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge or to be consected in consection with the four exceed the permitted limits, then: (a) any such four charge shall be reduced by the smooth necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any arge under the Note.

14. Notices. Any notice to Bourower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address spaced herein or say other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall

be deemed to have been given to Borrower or Lender when given as provided in this paragraph. 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Berrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) withour Les der's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of exceleration. The notice shall remarked a marked of next later than 30 days from the date the notice is delivered or mailed within which

ride a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demi

er notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets centain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 tays (or such other period to applicable law may specify for reinstantaneous) before sale of the Property pursuant to any power of sale commined 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 disconting this Security Instrument. Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be discussed this Security Instrument and the Note as if no acceleration had occurred; (b) cures my 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 require to assume that the lieu of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums accured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument shall not small remain fully effective as if no accoleration had occurred. However, this right to reinstate shall not apply in the case of accoleration under paragraph 17.

19. Sale of Note; Change of Louis Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without polor notice to Borrower. A sale may result in a change in the seriey (known as the "Louis Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Louis Servicer unrelated to a sale of the Note. of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in of the Note. If there is a change of the Loan Servicer, Borrower was no given without make to 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 comain any other information required by applicable law.

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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, saything affecting the Property that is in violation of any Environmental Law. The preceding two sensences 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 Premerty.

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 Examples 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 my 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 Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, unaequals containing substance 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-UNIPORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Accelerations Researches. Lender shall give notice to Borrower prior to acceleration fellowing

relate to health, safety or environmental procession.

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

21. Acceleration; Ramediss. Lender shall give notice to Borrower prior to inceleration fellowing Borrower's brunch of any covenant or agreement in this Security Instrument (but not prior to neceleration under paragraph 17 unless applicable (aw provides otherwise). The notice shall sacily: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the default on or before the date appecified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public ancient and (d) that influre to care the default on or before the date appecified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public ancients at a date not less than 120 days in the future. The notice shall further inform Borrower of the risk to relate after acceleration, the right to bring a court action to ament the non-custence of a default or any other defends of Borrower to acceleration and sale, and any other mattern required to be included in the sectice by applicable law. If the default is not careful any other mattern required to be included in the sectice by applicable law. If the default is part careful on or before the delte specified in the notice, Linder, at its critical requires the mattern required to be included in the sectice by applicable law. If the default is not careful any invoke the power of sale and any other resection particle by applicable law. Lender shall be autified to callete all expunses is accred in pursuing the remedies provided in this pursuance of an event of sefault and of Lander's decision to care the Property to be sold. Trustee shall be active in a capital care of the power of sale and any other remedies provided in the notice of sale in the following the remedies of sale. Trustee and place and under the tire and ca

warming side without country to the person of persons segming 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 purposes.

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