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BOOK 164 PAGE 548

FILED FOR RECORD SKAMANIA CO. WASH BY SKILLANIA CO, TITLE

APR 18 2 52 PM '97

PLANY

AUDITOR

GARY M. OLSON

RETURN ORIGINAL TO: STANDARD FEDERAL BANK 2600 W. BIG BEAVER ROAD TROY, MICHIGAN 48084

Sex 20723

Space Above This Line For Recording Data

# 600988483

## **DEED OF TRUST**

THIS DEED OF TRUST ('Security Instrument') is made on APRIL 18, 1997 grantor is

. The

AMY M WEISSFELD AND KENNETH L LEVY

The trustee is SKAMANIA COUNTY TITLE

("Borrower").

The beneficiary is STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK ("Trustee").

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 2600 W. BIG BEAVER ROAD, TROY, MICHIGAN 48084

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY THOUSAND

AND NO / 100

Dollars (U.S. \$ 120,000,00 ). 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 MAY 01, 2027 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:

ASSESSOR'S TAX PARCEL ID#

03-75-36-2-3-0801-00

All of Lot 2 and the East 25 feet of Lot 1, Block 1 of the SECOND ADDITION TO HILL CREST ACRE TRACTS, according to the recorded plat thereof, recorded in Book A of Plats, Page 100, in the County of Skamania, State of Washington.

WASHINGTON - Single Family
Famile Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 8

Form 3048 9-90

(01-30-97) WA6003-11

See Resource Parkers | Direct Parkers |

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145.194 145.194

A.

which has the address of 110 NE CEDAR

STEVENSON

(Street)

Washington 98648 (Zip Code)

("Property Address");

(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 seized 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.

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.

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.

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; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (a) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (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 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 foam may require for Borrower's escrow account, under the federal Real Isstate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 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 of future 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, of entity (including Lender, if Lender is such an instit

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 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. If, under Paragraph 21, Lender shall acquire or sell the Property, to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell the Property, 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 amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to

WASHINGTON - Single Family Page 2 of 8 Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

# 600988483

Form 3048 9-90 (01-30-97) WA0003-12

4. Charges; Llens. 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 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 furnish to Lender receipts evidencing the payments.

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 subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is 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.

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 requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails 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.

Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 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 loss, 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 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 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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postporte the due date of the monthly 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.

Occupancy, Profervation. Maintenance and Protection of the Property: Borrower's Loan

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquicition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating curcumstances 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 lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien 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 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 shal

Form 3048 9-90 Page 3 of 8 Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (01-30-97) WA0093-13

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## BOOK 164 PAGE 551

Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants 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 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 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 payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan

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 payment.

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 maritain the mortgage insurance in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each mon h 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 hese payments as a loss reserve in lieu of mortgage insurance. Loss isserve 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 law.

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 codefination or other taking of any part of the Property, or for conveyance in lieu

whether or not then 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.

11. Borrower 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 Lender 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

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WASHINGTON - Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 4 of 3

Form 3048 9-90

(01-30-97) WA0003-14

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

12. Successors and Assigns Bound; Joint and Several Liability; 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 co-signing this Security Instrument only to montgage, grant and convey that Borrower's interest in the Property urder 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 make any accommodations with regard to the terms of this Security Instrument or 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, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums alteady collected from Borrower which exceeded permitted limits will be refunded to Borrower. If a refund by reducing the principal owed under the Note or by making a prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given 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 Borrower

17. Transfer of the Property of 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) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, Security Instrument.

Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide 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 demand on Borrower.

13. Borrower'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 this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, reasonably require to assure that the lien of 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

WASHINGTON - Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 600988483

Form 3048 9-90 (01-30-97) WA0003-15

19. Sate 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," and rollects monthly payments when you have not to the Note. If there is a change of the Loan or more changes of the Loan Servicer and the sold of the change in accordance with Payaragab I al above and a provincer, Borrower will be given written notice of the change in accordance with Payaragab I al above and a sold 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, disposally storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, not pay any storage, or release of any Hazardous Substances that are generally recognized to be appropriate to normal residential quantities of fisherated the storage of the Property of small quantities of fishezardous Substances that are generally recognized to be appropriate to normal residential uses and to main storage of the Property and any promptly give Lender written notice of any investigation, claim, demand, lawsuit or diseased only any government and Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental Law and the following substances defined as toxic or hazardous substances with Environmental Law and the following substances defined as toxic or hazardous substances with Environmental Law and the following substances defined as toxic or hazardous substances with Environmental Law and the following substances defined as toxic or hazardous substances with Environmental Law and the following substances; gasoline, knowled

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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 facie the following order: (a) to all expresses of the sale in and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the sale took place.

Page 6 of 8

WASHINGTON - Single Family Fann's Mae/Freddie Mac UNIFORM INSTRUMENT # 600988483

Form 3048 9-90 (01-30-97) WA0003-16

## BOOK 164 PAGE 654

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender sharequest Trustee to reconvey the Property and shall surrender this Security Instrument and all not evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay are recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but on if the fee is paid to a third page (turk each).	es ty ny
permitted under applicable law.	ÎS
23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint 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.  25. Riders to this Security Instrument. If one or more riders are executed by Borrower are recorded together with this Security Instrument, the covenants and agreements of each such rider shall to 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)]	nd
Adjustable Rate Rider Condominium Rider 1-4 Family Rider Balloon Rider Rate Improvement Rider Second Home Rider Second Home Rider	ет
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Security Instrument and in any rider(s) executed by Borrower and recorded with it.	iis
Witnesses:	h
AMY M WEISSFELD BOTTOWE	
pmall hom (Seal	2)
KENNETH L LEVY Borrowe	(
Scal Borrowe	
Sorrowe Sorrowe	_
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WASHINGTON - Single Family Page 7 of 8 Form 3048 9-9	<del>2</del> 0

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## BOOK 164 PAGE 555

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STATE OF WASHINGTON		
County of SKAMANIA	<b>2.</b> -	
On this day personally appeared b	refore me	
to me known to be the individual	described in and who executed the units	16
instrument, and acknowledged that	LILLY SIGNATURE COMPANY OF THE PROPERTY	free and
voluntary act and dood, for the uses and GIVEN brace my hand and off	d purposes therein mentioned.	iice aik
SSION STATE AND OFF	ficial seal this 18TH day of APRIL , 19	97 .
NOTARY &	6	k W
_ <del>*</del> _	0 00 110	
My Ambiniment Expire Q €	Notary Public in and for the State of Washing	
September 117.1969	at Stevenson	gton, residin
WASHING		
PFOIR	EST FOR RECONVEYANCE	
TO TRUSTEE:	IST FOR RECONVEYANCE	
The undersigned is the holder of t	the note or notes, secured by this Deed of Trust. Said n	
entitled thereto.	eld by you under this Deed of Trust to the person or pe	rsons legally
Dated:	7 7	-
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		7
	/ 1	- 1
W 7		
		-

WASHINGTON - Single Family
Fannie Mae/Freddie Mac UNIFGRM INSTRUMENT

Page 8 of 8

Form 3048 9-90 (01-30-97) WA0303-18