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BOOK 165 PAGE 543

FILED FOR RECORD SKAMANIA CO. WASH BY SKAMANIA CO. HILL

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Sauny

AUDITOR

GARY M. OLSON

WASHINGTON MUTUAL Loan Servicing P.O. Box 91006, SAS0304 Seattle, WA 98111

Washington Mutual

SECOND DEED OF TRUST

01-0973-000857867-6

Scor rosse

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THIS DEED OF TRUST ('Security Instrument') is	made on May 15th, 1997	
The grantor is GARY W CURTIS and GMENDOLYN I	R CURTIS, husband and wife	 -
	The case will	
"Romana"). The freedom in the		- 46
"Sorrower"). The trustee is SKAMANIA COUNTY TITE	LE COMPANY, a Washington Corporation	-
(1100 O	HINTICIBLY IS MACUITATIVE LETTERS TO SERVE	-
and whose address is 1201 THIRD AVENUE, SEAT		
Lender). Borrower owes Lender the principal sum of T	U.E. WA 98101	
Ty	ENTY-THREE THOUSAND & 00/100	
Dollars (U.S. \$ 23,000,00). This debt is a	Midercod by Regence to a late of	_
his Security Instrument ("Note"), which provides for most	evidenced by Borrower's note dated the same date s	S .
The state of the property of t	VINCAINU Argade and community viv.	h
Washington: SEE ATTACHED EXHEBITE AT Page	۶ 7	, •
SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 F		
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TAX ACCT #02-05-30-0-0-1108-00	TO LIGHT	
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	16	
hich has the address of 81 STEPHANIE LANE		
ST STEPRANTE LANE	(Charles)	
Washington 98671	[Street]	
[City] /2	("Property Address");	•
/ASHINGTON-Single Family - Famile Mae/Freddie Mec Unit 529A (03-97)	THE INSTRUMENT From Sold Pine (
529A (03-97)	THE INSTRUMENT FORM 3048 9/90 (page 1 of 6 page:	s)
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		Indirect ,
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		Meller

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Loan #: 01-0973-000857867-6

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and futures 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 fawfulfy 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 ariations by jurisdiction to constitute a uniform security instrument covering real property.

and will defend generally the title to the Property against all claims and dimmands, 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Preparement 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. Prunds for Taxes and Insurances. Subject to applicable law or to a written waiter by Lender, Borrower shall proporty over this Security Instrument as a lien on the Property; (b) yearly faced payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums, if any; (e) yearly hazard or property insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly hazard or property insurance premiums. It any; (e) yearly mortgage insurance premiums, if any; (e) yearly flood because a secondarce with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items as a lender force floodershy related mortgage loan may require for Borrower's secrew account under the federal Real Estate Settlement Processes And I 1974 as asmedied from time to time, 12 U.S.C. Section 2501 et seq. (FIESPA), unless amount not to exceed the late Funds beta a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount a lender force floodershy related to the section of the payment of the payment desired to the payment date and The Funds beta and payment date and The Funds beta and payment date and the payment date in a contract of the payment date and the payment date in a contract of the payment date in the paym

this periodicity. If Borrower makes these payments directly, Borrower shall promptly rumish 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 payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good taith 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. It Lander 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 settled 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 Insurances. Somower shall keep the improvements now existing or hereafter erected onthe Property insured against lose by fire, hazards included within the term "extended coverage" and any other hozards, 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 lander shall have the right to hold the policies and renewals. If Lender requires, Borrower shall give prompt notice to the insurance Washington

Washington 15298 (02-97)

TO BE RECORDED

Loan #: 01-0973-000857867-6
se provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums

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otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

It the Property Is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim 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 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 Walver. 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 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 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 only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligate

consent.

13. Lean 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 charge shall be reduced by the amount 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 prepayment charge under the Note.

14. Notices. Any notice to Borrower 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 shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be converted by farterial laws and the laws of the

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 conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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 and Borrower is sold or transferred and Borrower is not a natural person) without Lender 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. However, 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 deconstrued at any time period of demand on Borrower.

18. Borrower's Right to Reinstelas. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument, and the Note conditions are that Borrower. (a) pays Lender all sums which then would be due under this Security Instrument, and the Note sold and contained in this Security Instrument, including, but not limited to, rer opable attorneys' feet; and (d) takes such action as Lander may reasonably require to assume that the lien of this Security Instrument, and the Note (together with this Security Instrument, and the obligations secured hereby shall entering fire entering the Bo

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Page 4 of 6

TO BE RECORDED

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carrier and Lender. Lender may make proof of loss if not made promptly by Botrower.

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 is not lessened. If the restoration or repair is not economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible and Lender's security is not lessened. If the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not lessened. If the restoration or repair is economically feasible or Lender in the notice of the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. It 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 less the proceeds to repair or restore the notice is given.

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 the payments. If under payagraph 21 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 shall pass to Lender to the extent of the sums secured by this Security Instrument and shall continue to occupy the Property as Borrower's principal residence within study days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at unreasonably withheld, or unless extenuating circumstances social which are beyond Borrower's control. Borrower shall not

Sorrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lander's Riights in the Property. If Sorrower 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.

Security Instrument. Unless Borrower and Lender agree to other terms of psyment, these arhourds shall be ar interest from the date of disbursement at the Note rate and shall be psyable, 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 maintain the mortgage insurance in effect. If, for any premiums required to obtain coverage required by Lender lapses or ceases to be 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 cost to Borrower of the mortgage insurance premium being paid by Borrower shall pay to Lender each month a sum equal to one breath of the yearly mortgage insurance premium being paid by Borrower shall pay to insurance doverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender, if mortgage insurance premiums required to maintain mortgage insurance insurance in provided by an insurer approved by Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender, if mortgage insurance in provided by an insurer approved by Lender significance or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with uny 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 a

Washington 1529C (02-97)

TO BE RECORDED

20. Hazardous Substances. Borrower shall not cause or permit the Presence, use, disposal, storage, or received any Hazardous Substances on or in the Property. Borrower shall not do, nor allow aryone else to do, any factoring the Property that are generally recognized to the storage on the Property shall not apply to the presence, use, or normal residential uses and the quantities of Hazardous Substances that are generally recognized to be appropriate to mormal residential uses and the quantities of Hazardous Substances that are generally recognized to be appropriate to Borrower shall promptly give lander written neglect any investigation, claim, demand, leveluid or other action by any governmental or regulatory agency or private party involving the Property and early Hazardous Substances and the property is necessary. Eurower shall promptly this all necessary remedial actions in accordance with Environmental Law of the party 20, Hazardous Substances are those substances or formately and the property is necessary. Eurower shall promptly this all necessary remedial actions in accordance with Environmental Law of the party 20, Hazardous Substances are those substances or formately 40, and tallocative materials. As used in this paragraph 20, "Euromomental Law of many than the paragraph 20, "Euromomental Law of the purisocities and herbicides, volatile should be a substances, general to a substances, the purisocities and herbicides, volatile should be a substances of the purisocities with the substances, substances of formately 40, and tallocative materials. As used in this paragraph 20, "Euromomental Law of many than the purisocities and herbicides, volatile should be a substances, general and the purisocities and herbicides, volatile should be a substances, and the purisocities and herbicides, volatile should be a substances, and the purisocities and herbicides, volatile should be a substances of the substance of formation and the purisocities and the purisocities and the purisocities and the purisocities and the Adjustable Rate Rider Condominium Rider 14 Family Rider Graduated Payment Rider Planned Unit Development Rider Bivreekly Payment Rider **Balloon Rider** Rate Improvement Rider Second Home Rider Other(s) [specify] 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. Washington 1529E (02-97) Page 5 of 6

TO BE RECORDED

Loan #: 01-0973-000857867-6

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CARY W CARTIS	GWENDOLYN R CURTIS
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Milk Comments	0 20 20 20 20 20 20 20 20 20 20 20 20 20
STATE OF WASHINGTON	WASH
Clark County ss:	
On this 19 day of May	1007
Public in and for the State of Washington, duly co	1997 before me the undersigned, a Notary mmissioned and sworn, personally appeared
- Gary W. Curtis a	Hd Gwendolyn R. Cartis
to me known to be the individual(s) describe	and in and who was a district
The same resulting action	and purposes therein mentioned.
WITNESS my hand and official seal affixed	the day and year in this certificate above written.
My Commission expires: April 30, 2000	Notary Public in and for the State of Washington residing at:
4	Christian D. Lyhon
	ST FOR RECONVEYANCE
TO TRUSTEE: 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	or notes secured by this Deed of Trust. Said note or notes, this Deed of Trust, have been paid in full. You are hereby
without warranty, all the estate now held by you	case Deed of Trust, have been paid in full. You are hereby beed of Trust, which are delivered hereby, and to reconvey, a under this Deed of Trust to the person or persons legally
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DATED:	č.
Unico.	WASHINGTON MUTUAL BANK
_ \	a corporation
	Ву
Mail reconveyance to	
Washington	
1529F (02-97)	Page 6 of 6
	TO BE RECORDED

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EXHIBIT "A"

That portion of the West half of the Southwest quarter of the Northeast quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at the Northeast corner of the West half of the Southwest quarter of the Northeast quarter; thence North 89 degrees 44' 26' West 736.28 feet; thence South 00 degrees 17' 06' West 326.89 feet to the True Point of Beginning; thence North 85 degrees 26' 17' East, 739.21 feet; thence South 00 degrees 33' 07' West 328.44 feet; thence North 89 degrees 38' 27' West 706.29 feet; thence North 00 degrees 17' 06' East 265.03 feet to the Point of Beginning.

EXCEPT that portion lying within a strip of land 60.00 feet in width, the center line of which is described as the North-South centerline of the Southwest quarter of the Northeast quarter of the Southeast quarter of said Section 30.



