ROOK 166 PAGE 678
FILED FOR RECORD
SKAHANIA CO. WASH
BY SLARK COUNTY THE

128532

Jun 30 11 24 AM '97 A. Moser AUDITOR GARY M. OLSON

Washington Mutual Bank LOAN SERVICING PO BOX 91006 - SAS0309 SEATTLE, WA 98111



DEED OF TRUST

toan No. 01-0144-000845352-4 CHARTER TITLE CORP

		• •		# ' T	h. "
-	THIS DEED OF TR	IUST ("Security Instrume	ent") is made on	June 20, 1997	. The
antor is	LUTHER D DI	ICKINSON and SHEI	A J DICKINSO	N. HUSBAND AND WIFE	-
*					
sorrowe	ar"). The trustee i	is CLARK COUNTY T		a Washington corpor	ation
			("Trus	1110	
	ton Mutual B		which is	organized and existing under Seattle, WA 98101	r the laws
Masni	ingcon , and wi				
	Thousand Five	(Leikei). Bollows re Hundred & 00/10		principal sum of <u>One Hun</u>	dred
ACTAC	THOUSAND PIV	e nundred & 00/10	,0		
ollars (U	J.S. \$ 112,500 (00). This debt is a	evidenced by Borro	wer's note dated the same d	ata an thin
curity I	Instrument ("Note	1), which provides for m	onthly payments.	with the full debt, if not paid	artier due
nd paya	ble on J	uly 1. 2027	. This Security	Instrument secures to Lende	er: (a) the
paymer	nt of the debt evic	denced by the Note, wit	h interest, and all	renewals, extensions and mo	difications
the No	ote; (b) the paym	ent of all other sums, y	with interest, adva	nced under paragraph 7 to	votect the
curity o	of this Security Ins	strument; and (c) the pe	rformance of Borro	wer's covenants and agreem	ents under
is Secu	rity instrument an	d the Note. For this pur	pose, Borrower irre	vocably grants and conveys	to Trustee.
trust,	with power of sa	ale, the following descri	ibed property loca	ted in King	
ounty, \	Washington.			_	
EE AT	TACHED EXHIB	IT 'A' SECT 20,	TOWNSHIP 2 NO	ORTH, RANGE 5 EAST T	AX ACCT
0. 02	-05-20-0-602		- 40		
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la.			- 1		lle.
	-	4	T 5		Th
				. #	
			7		
			- 48		
nich ha	is the address of	22 PINE DROP DRIV			<i>-</i>
			[Street]		
ASHOU	[City]	, wasningto	n 98671	("Property Address");	
	(Giy)	70.	[Zip Code]		•
/ASHING	3TON - Single Family	y - Farrie Mae/Freddie Mac	UNIFORM INSTRUM	ENT Form 3048 9/90 (page)	of 6 pages)
529A (1	1-96)				BORROWER
		_		•	Contract of the second
	•	• .			o & Reco

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 fawfully 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.

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.

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 fien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, if 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 federal Real Estate Settlement Procedures Act of 1974 as mended from time to time, 12 U.S.C. Section 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 on 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.

The Funds shall be held in an institution whose denosits are insured by a federal by

In Institution to the 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Lean Beat. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds and applying

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BORROWER

Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph

Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All Insurance policies and ranewals 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 give prompt notice to the all receipts of paid elements and renewal-protects. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Borrower sympack proof closs if not made promptly by Borrower.

Unless Lender and Borrower provides in the restoration or repair is not connounced proceeds shall be applied to restoration or repair is not economically feasible or tender's escurizes ble and Lender's security is not lessened. If the restoration or repair is not economically feasible or tender's escurizes ble and Lender's security is not lessened. Borrower, If Borrower sharp some source of the property or to pay sums secured by this Security Instrument, whether or the form Lender that the insurance proceeds is lender and the property or to pay sums secured by this Security Instrument, whether or the form Lender that the insurance proceeds will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not estand or postpone the due date of the monthly peyments 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 an issuance potices and proceeds resulting from damage to the Property prior to the acquisition.

8. Occupency, Preservation, Meintenance and Pretection of the Property is Borrower's Loan Application, secured by this Security Instrument mediately prior to the acquisition.

8. Occupency, Preservation, Meintenance and Pretection of the Property is Borrower's principal residence within sirty days after the execution of this Security Instrument and shall continue to occupy the Property

this Security instrument. Utress politioner and shall be payable, with interest, upon notice from Lender to Borrower from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower 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 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, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each 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 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 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 condemnation or other taking of an

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In the avent 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 Instrumient 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 fair 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 less than the amount of the sums secured 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 secured by this Security Instrument whether or not the sums are then due.

applicable law otherwise provides, the proceeds shall be applied to the sums accured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails 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.

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 Bability of the original Borrower of Borrower's successors in interest of Borrower's successors in interest of Borrower's successors in interest of the cripical Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy.

12. Successors and Assigna Bound; Joint and Saveral Liability; Co-signers. The goverants and agreements of this Security Instrument shall bind and benefit the successors and assigna 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 mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument only to 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 ioan charges, and that law is finally interpreted so that the interest or other loan charge shall be reduced by the amount permitted limits to the loan exceed by the amount permitted limits th

Instrument.

17. Transfer of the Property of a Beneficial Interest in Borrower. If all or any part of the Property of any interest in it is sold or transferred for if a beneficial interest in Borrower. If all or any part of the Property of any interest in it 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, 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 acceleration. The notice shall provice 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.

18. Borrower's Right to Reinstatu. If Borrower meets certain conditions, Borrower shall have the right to have an applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that

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Borrower: (e) pays Lander all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in a school of the pays of

excess to the person or persons legally entitled to it or to the clare of the separate control took place.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without convayance 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 and recorded

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BORROWER

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		A.
together with this Security Instrument, shall amend and supplement the cover this Security Instrument. (Check applic	the covenants and agreements of each suctants and agreements of this Security Instru- able box(es)]	01-0144-000845352-4 h rider shall be incorporated into and ment as if the rider(s) were a part of
Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify]	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borro Security Instrument and in any rider	ower accepts and agrees to the terms (s) executed by Borrower and recorded to	and covenants contained in this with it.
X Lettre D DICKINSON X Sheila X DICKINSON	· Renion	No. of the last of
	MATON	State of the state
STATE OF WASHINGTON County ss:	9	William FLACK
Public in and for the State of	resimigation, dury commissioned a	e me the undersigned, a Notary and sworn, personally appeared
free and voluntary act and deed for	ual(s) described in and who executed ethey signed and sealed the said in the uses and purposes therein mentione ial seal affixed the day and year in this could be sealed the said in the uses and purposes therein mentione ial seal affixed the day and year in this could be sealed to the said in	summent as <u>nis/nar/Cheir</u>
my commission expires. 717	Notary Paralic in abo for the Label 1	State of Washington residing at:
Offected to cancel said note or not	REQUEST FOR RECONVEYANCE or of the note or notes secured by this D is secured by this Deed of Trust, have t es and this Deed of Trust, which are de wheld by you under this Deed of Trust	wen paid in tull. You are hereby
DATED:	_11	
Mail reconveyance to	a corporation, By	
Washington 1529F (11-96)	Page 6 of 6	BORROWS
		BORROWER

14.

BOOK 166 PASI 684

Order No. 50891

Exhibit "A"

A tract of land in the Southwest quarter of the Southeast quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

The West 220 feet of the Southwest quarter of the Southeast quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian.

ALSO known as Lot 1, LUTHER D. DICKINSON AND SHEILA DICKINSON SHORT PLAT, recorded in Book 2 of Short Plats, Page 9, Auditor's File No. 84679, records of Skamania County, Washington.

