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FILED FOR RECORD SXAMANIA CO. TIASH BY SEAMANIA CO. TITLE

Jul 1. 1 45 PN '97

GEAUTY

AUDITOR

GARY H. OLSON

Return To: LOAN # 0062382454 BANK OF AMERICA CENTRALIZED SHIPPING #4691 6200 GATEWAY CYPRESS, CA 90630-6013

Assessor's Parcel or Account Number: 03082941120000

Abbreviated Legal Description: LOT:8 TRACT:COLUMBIA HEIGHTS

Full legal description located on page TWO Illnclude lot, block and plat or section, township and rangel

Store 70909

OPED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on JUNE 23, 1997. The grantor is REMIGIUS G HANKEN AND MARY H HANKEN

("Borrower"). The trustee is SKAMANIA COUNTY TITLE COMPANY

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("Trustee"). The beneficiary is BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION. A NATIONAL BANKING ASSOCIATION
which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 21000 N.W. EVERGREEN PARKWAY, HILLSBORD, OR 97124
("Lender"). Borrower owes Lender the principal sum of SIXTY SIX THOUSAND ONE HUNDRED AND 00/100

Dollars (U.S. \$ 66,100.00). This debt is evidenced by Borrower's note dated the same WASINGSTON - Single Family- FIGUA/FIGMC UNIFORM INSTRUMENT

Page 1 of 8 Initials: 040 VMPMORTGAGEFORMS-(800)521-7291

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date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 01, 2027 secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, . This Security Instrument extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in SKAMANIA County, Washington: LOT 8, COLUMBIA HEIGHTS, ACCORDING TO THE RECORDED PLAT.
THEREOF, RECORDED IN BOOK A OF PLATS, PAGE 136, IN THE COUNTY OF SKAMANIA,

which has the address of 101 ALLEN STREET. CARSON

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 Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally Settlement Procedures Act of 1974 as amended 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 not to exceed the lesser amount. If so, Lender may, at 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 flame future for entity (including Lender, if Lender is such an institution) or in any Federal Home

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Loan Bank. Lender 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 Borrower 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 provides otherwise. Unless an agreement is made or applicable aw requires interest to be paid, Lender may agree in writing, however, that interest shall be paid 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 charge, an annual accounting of the Funds, showing credits and debits to the Funds and Lender without charge, an annual accounting of the Funds, showing credits and debits to the Funds and Lender may so massecured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall ascount 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 Excown Items when amount necessary to make up the deficiency. Borrower shall make up the deficiency on no more than Upon payment in full of all sums secured by this Security Instrument, Lender shall acquire or sell the time of acquisition or sale as a credit against the sums secured by this Security Instrument, Lender shall acquire or sell the attention 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 2t, third, to interest due, fourth, to principal due; 4. Charges, Liens. Borrower shall pay all tates, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasthol

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 "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 accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender's rights in the Property in Borrower shall promptly give to Lender all receipts of paid premiums and renewals. If Lender requires, event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to Lender's security is not lessened. 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 limitals: Public limitals:

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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

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 postpone the due date of the monthly payments referred to in paragraphs I 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.

6. Occupancy Preservation Maintenance and Board of the sums secured by this Security Instrument

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

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 circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage of 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 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 and the fee title shall not merge unless Lender agrees to the merger in writing.

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 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 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

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, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage as unsurantially 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 month a sum equal to one twelfth of the yearly mortgage effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by

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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

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 any part of the Property, or for conveyance in lieu 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 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, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the Property 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 If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnate offers to make an award or settle a claim for damages. Borrower fails to reconded to Lender otherwise fails to reconded to Lender.

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.

I lotes I ender and Rorrower otherwise agree in writing any application of proceeds to principal

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 I 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 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 joint and several. Any Borrower who comigns this Security Instrument but does not execute the Note (a) is consigning 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 agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument is subject to a law which sets maximum 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.

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 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.

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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. Any 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 deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Security Instrument shall be deemed to have even given to norrower of 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. 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 (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, 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 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 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.

18. 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 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 Borrower: (a) pays Lender 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 enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may 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 of acceleration under paragraph 17.

19. Sale 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

will be given written notice of 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 contain any other information required by applicable law.

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, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences 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 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 Hazardous 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

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remediation of any 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, materials containing asbestos 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.

nazardous suesiances o) intriorimental Law and the following substances gasoline. Activene, our inflammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbetos or formaldehyde, and radioactive materials. As used in this gragaph 20, "Environmental Law" means federal laws and laws of the junisdiction where the Property is located that relate to health, afety or environmental protection.

NON-UNIFORMCOVENANTS. Borrower and Lender further covenant and agree solvens and the protection of lowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides them wise. The notices shall specify; (a) the default; (b) the action required to cure the default; etc. The notices shall specify; (a) the default; (b) the action required to cure the default in the course of the sums secured by this Security Instrument and sale and less than 130 days from the date the notice is given to Horrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice had appressed to the right to reinstate after acceleration, the right to bring a court at the notice reinstence of a default or any other defense of Borrower to acceleration and as let and any other matters required to be included in the notice by applicable law. If the default is not cured on or before the date specified in the notice, Lender, at its option may require immediate payment in full of all sums, secured by this Security Instrument with unfurther demand and may invoke the fower of sale and any other remedies permitted by applicable law. If the default is not cured on or before the date specified in the notice. Include in the spragraph 11, including, but not limited to, reasonable attorneys fees and costs of ititle evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lend

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25. Riders to this Security Instrument. If one or more riders are executed by Borrower and	
recorded together with this becurity instrument, the covenants and agreements of each such sides that	h.
be 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)]	
Adjustable Rate Rider Condominium Rider 1-4 Family Rider	'n,
Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider	
Balloon Rider Rate Improvement Rider Second Home Rider	
VA Rider Other(s) [specify]	k.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in	٦
this Secondy instrument and in any rider(s) executed by Borrower and recorded with it	1
Witnesses:	Ы
in the state of th	
REVIGIUS GONANEN -Borrower	
-Berrower	
Diane Hanks (Seal)	
-Borrower	
(2.1)	
Dear to the state of the state	
Dilloker	
(Scal)	
-Borrower	d
(Seal)	П
-Borrower -Borrower	
STATE OF WASHINGTON	
County of SKAMANIA. SSS:	
On this day personally appeared before me REMIGIUS 6. HANKEN 4	h
NC "101" 7 10110 CA T	
MARY H. HANKEN	
to me known to be the individual described in and who executed the within and forces	
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that HET signed the same as THEIR free and voluntary	
GIVEN under my hand and official seal this 2011 day of JUNE . 1997.	
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Albi John DESI J BARNUN	2
Notary Public in and for the State of Washington, residing at	,
\$7 \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
My Appointment Expires on MAY Co, 1998	
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A CONTRACTOR OF THE CONTRACTOR	
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My Appointment Expires on MAY 6, 16, 68	
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