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BOOK 167 PAGE 147

FILED FOR RECORD SKANLEIL OR YASH BY SKANASIE GO, THE

AFTER RECORDING MAIL 10:

ATTN: DOCUMENT CONTROL DEPARTMENT P.O.BOX 23929 MILWAUKEE, WI 53223-0929 Loan No.# 1289361

Jul 15 10 08 AM '97

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AUDITOR GARY M. OLSON

SLA 20845 \_(Space Above This Line For Recording Data) **DEED OF TRUST** THIS DEED OF TRUST ("Security Instrument") is made on \_\_\_JULY. 7, 1997

The grantee is \_\_\_MICHAEL SCOTT LINDEN AND LISA FENNELL LINDEN, HUSBAND AND WIFE 6768 CORPORATION, A CALIFORNIA CORPORATION
GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION
under the laws of STATE OF WISCONSIN
21731 VENTURA BLVD. SUITE 200 WOODLAND HILLS, CALIFORNIA 91364 Borrower"). The trustee is ("Trustee"). The beneficiary is, which is organized and existing
and whose address is Borrower owes Lender the principal sum of One Hundred Twelve Thomsand Five Hundred and 99/100

Dollars (U.S. \$ 112,500.00 ). This debt is evidence Dollars (U.S. \$ 112,500.00 ). 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 AUGUST 1, 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 he security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security the following described property located in SKAMANIA.

County, Washir RANGE 10 EAST PARCEL NO.: 03-10-20-3-4-0102 FULL LEGAL IS ON PAGE 5

Market Street	<u> </u>
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which has the address of 19652 COOK-UNDERWOOD ROAD [Street]

Washington 98651-("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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 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 fille 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 variably jurisdiction to constitute a uniform security instrument covering real property.

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

Uniform covered and laterest; Prepayment and late Charges.

1. Payment of Principal and laterest; Prepayment and Late Charges.

2. Funds for Taxes and Insurance.

3. Subject to applicable law or to a written waiver by Lender. Borrower shall promptly pay when due the charges due under the Note.

2. Funds for Taxes and Insurance.

3. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day mondify 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 Socurity Insurance promiums; (d) yearly blood insurance premiums, if any; (e) yearly hazard or property insurance promiums; (d) yearly blood insurance premiums, if any; (e) yearly hazard or property insurance promiums. (d) yearly blood insurance premiums, if any; (e) yearly mortgage insurance premiums. These items are called "Escrow Rems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related amounted 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. 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 e.cordance with applicable law.

The Funds shall be held in an institution or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow Rems. Lender may recharge Borrower for bodding and applying the Funds, annually analyzing the escrow account, or charge. However, Lender may require Borrower for bodding and applying the Funds, annually analyzing the escrow account, or charge. However, Lender may require Borrower for pays a one-time charge for an independent real estate tax reporting service pilicable law requires interest to be paid, Lender single pays Borrower

WASHINGTON -Single Family -Famile Mat/Freddie Mac UNIFORM INSTRUMENT

Form 30.33 (page of 4 pages)

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 is writing-and, in such case Borrower shall 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 soil the Property, Lender, prior to the acquisition or sale of the Security Instrument.

Frogerly, shall apply any Funds held by Leader at the time 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 paragraphs 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions auributable to the Property which may attain privably over this Security Instrument, and leaschedd payments or ground teits, 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 announts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender exceptable to Lender; the contexts in good fifth the lien by, or defends against enforcement of the obligation secured by the lien in a manner acceptable to Lender; the contexts in good fifth the lien by, or 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 Lender; the contexts in good fifth the lien by, or the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the sicnast departs loss by fire, hazards include within the term "extended coverage" and any other hazards, including thoods or frequires. The insurance entire providing the insurance shall be entired above. Lender and for the periods that Lender

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 or 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 fire excess pair to Borrower. If Borrower abandons the Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or 15 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 paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage mediately prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

parigraph 21 the property in acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument incrediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasebolds.

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 unreascently withheld, or pieces extend allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any Serfeiture action or otherwise materially impair the lien created by this Security instrument or Lender's good faith judgment could result in Serfeiture action or otherwise materially impair the lien created by this Security instrument or Lender's security interest. Borrower may our such a default and resistate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a uning that, in the lien created by this Security Instrument or Lender's security 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 lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower with any material Information) in commenction with the loan evidenced by the Note, including, but not limited to, representations constall occupy with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not marge unless Lender agrees to the merger in writing.

1. Protection of Lender's Rights in the Property and Lender with significantly affect Lender's rights in the Proyerty (such as a for whatever is necessar

Instrument. Unless borrower and Lender agree to other terms of payment, these amounts shall be at 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.

1 If Lender required mortgage insurance as a condition of making the Ivan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the notice insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to cost to Borrower of the mortgage insurance previously in effect, from an abernate mortgage insurance private the cost to Borrower approved by Lender (If substantially equivalent mortgage insurance previously in effect, from an abernate mortgage insurance point as the cost to Borrower of the mortgage insurance previously in effect, from an abernate mortgage insurance proved by Lender, if substantially equivalent mortgage insurance coverage is not available, Borrower when the insurance coverage lapsed or ceased to be in many no kinger to required, at the option of Lender, if mortgage insurance coverage lapsed or ceased to be in many no kinger to required a 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. The proceeds of any award or claim for damages, direct or consequential, in connection with any single and paying any part of the Property, or for conveyance in lieu of condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation and the first market shall be payed to be noted.

10 Londemnation.

10 Londemnation.

11 The event of a total taking of the

Form 3048 (page 2 of 4 pages)

## BOOK 167 PAGE 149

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 of not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not evend 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 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 fiability 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 remody shall not be a waiver of or preclude the exercise of any right or remody.

interest. Any forhearance by Lender in exercising any right or remony shall not be a wanter or or precious and exercise of any right or remedy.

12. Successor's 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 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 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. Leader may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to note the Note.

14 Notices.

Any order to Borrower and the feedback of 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 deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument or 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 d or transferred (or if a beneficial interest in Borrower is sold or transferred and Poscower is not a natural person) without strument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this

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 Instituted. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Institutent 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 Borrowier: (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 reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, including, but not limited to Instrument, including. Upon reinstatement by Borrower's obligation to pay the sums secured by this Security Instrument shall fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under 19 Sale of Notes (Department Law Continue unchanged).

continue unchanges. Open remains and of particles and the course of acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under fully effective as if no acceleration had occurred. However, this right to reinstate shall not elogether with this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer had not accelerated to a sale of the Note. If there is a change of the Loan Servicer and the address to which payments should be made. The notice will state the name and adformation required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any 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.

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 agency or private party involving the Property is necessary. Borrower shall promptly take all removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all any investigation, claim, demand, lawsuit or other action by any governmental containing as a containing as bestored and redirective materials. As used in this paragraph 20, "Hazardous Substances are those substances defined as totic or hazardous substances by invides and herbicides, volatile solvents,

NON-UNIFORM COVENANTS. Becower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable laws provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice somewistence of a default or any other defense of Borrower to acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, 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 demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, if Lender invokes the power of sale, Lender shall give writter notice to Trustee of the occurrence of an event of notice of sale, the power of sale, Lender shall give writter notice to Trustee and Lender shall take such action regarding required by applicable law may require. After the time required by applicable law such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law such notice of sale, Lender shall give wither motice of sale and under the terms designated in the notice of sale periods permitted by applicable law by public auntion to the highest bidder at the time and place and under the terms designated in the notice of sale. Lender or ats designee may purchase the Pr

Form 3048 9,98 Initials WC (page 3 of 4 pages) 135

## BOOK 167 PAGE 150

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 evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale tool place.

11. Recognégance. 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 motes 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 any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services tendered and the charging of the fee is permitted under applicable law.

13. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by applicable law.

24. Use of Property. The Property is not used principally for agricultural or farming purposes.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall 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 hor(es)]		
Adjustable Rate Rider	<b>n</b>	
Graduated Payment Rider	C xadominium Rider	1-4 Family Rider
Balloon Rider	Planned Unit Development Rider	Biweekly Payment Rider
	Rate improvement Rider	Second Home Rider
BY SIGNING BELOW REPORTED		and the second
BY SIGNING BELOW, Borrower accepts and agr any rider(s) executed by Borrower and recorded with it	ees to the terms and covenants retained	in this Security Instrument and in
Witnesses:		$\sim$ $\sim$ $\sim$
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	MICHAEL SCOTT LE	
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	/	(Scal)
	LISA PENNELL LIND	EN Borover
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91 %		-Borrower
Space Bel	ow This line For Acknowledgement [	
STATE OF WASHINGTON		
County of Skamania		# Y
hereby certify that I know or have satisfactory evidence	e that	
SICHAEL SCOTT LINDEN AND LISA FENNELL	LINDEN	
astrument.	e free and voluntary act for the uses a	nd purposes mentioned in the
ated: 1999	. //	
NOTARY & S		
A IN PIRE S	- And B	cyple 7
dy appointment of the September 13, 199		state of Washington, residing at
WASHING.	Stevenson	at the state of th
O TRUSTEE:	ST FOR RECONVEYANCE	
٠,	•	•
The undersigned is the holder of the note or notes a adeltedness secured by this Deed of Trust, have been pleaned of Trust, which are delivered hereby, and to reco- trust to the person or necessar leading.	ecured by this Deed of Trust. Said note	or notes, together with all other
beed of Trust, which are delivered hereby, and to reco- rust to the person or persons legally entitled thereto.	avey, without warranty, all the estate now	neel said note or notes and this field by you under this Deed of
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ate:	<del></del> _	_
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## BOOK 167 PAGE 151

## EXHIBIT A.

A tract of land in the Southwest Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described

Beginning at the intersection of the West line of the Southwest Quarter of the Southeast Quarter of the said Section 20, with the center line of County Road No. 3041 designated as the Cook-Underwood Road; thence in a Northeasterly direction following the center line of said Cook-Underwood Road to its intersection with in a Westerly direction following the center line of said Kollack-Knapp Road; thence in a Westerly direction following the center line of said Kollack-Knapp road to its intersection with the West line of the Southwest Quarter of the Southeast Quarter of the said Section 20; thence South along said West line to the point of beginning.

EXCEPT that portion lying within County Roads.