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AUDITOR GARY M. OLSON

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

())) Washington Mutual CCT 51238

DEED OF TRUST

01-0146-000845478-7 Loan No. CLARK COUNTY TITLE COMPANY 51238

THIS DEED OF TRUST ("Security Instrument") is made on August 1, 1997 Grantor is DON HENRY and BARBARA HENRY, HUSBAND AND WIFE ("Borrower"). The trustee is CLARK COUNTY TITLE COMPANY, a Washington corporation
("Trustee"). The beneficiary Washington Mutual Bank which is organized and existing under the laws of Washington , and whose address is 1201 Third Avenue, Seattle, WA 98101 ("Lender"). Borrower owes Lender the principal sum of One Hundred Ten Thousand & 00/100 Dollars (U.S. \$ 110,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due September 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 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 County, Washington. PTN LOT 20, BLK 1, RIVER GLEN ON THE WASHOUGAL ASSESSOR'S TAX PARCEL NO 02-05-23-03-2500-00 LEGAL DESCRIPTION ATTACHED PAGE (which has the address of 272 RIVER GLEN RD [Street] WASHOUGAL Washington 98671 ("Property Address"); [Zip Code] WASHINGTON - Single Family - Fa ddie Mec UNIFORM INSTRUMENT Form 3048 9/90 (page 1 of 6 pages)
TO BE RECORDED

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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."

SORROWER COVENANTS that Borrower is lawfully seised of the state hereby conveyed and has the right to grant and convey the Property and that the Property is unencumpored, except for encuribrances 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 COMPANY.

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 coveriant and agree as follows:

1. Peyment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground tents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Sorrower 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 maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2501 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesses 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 accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federally page.

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 accordance with applicable lew.

The Funds shall be held in an institution whose deposits are insured by a federal agency, incrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable taw permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in concertion with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to the paid, Lender shall give to Borrower and 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. Borrower and 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. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Borrower and the funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender are exceed the agrounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. Lender shall account to Borrower shall pay to Lender to pay the Escrow Items when due, Lender shall promptly refund to Borrower any Funds held by Lender at no trulification of the Funds held by Lender at any time is not s

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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 renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts, of paid premiums and renewal notices. In the sevent of loss, Borrower shall give prompt notice to the insurance parties and Lender. Lender may make proof of loss if not made promptly by Borrower.

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 accommically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the suns secured by this Security Instrument, whether or not then dus, 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, but less mass secured by this Security Instrument, whether or not then due. It is a standard to the proceeds to repair or restore the Property or to pay armone secured by this Security Instrument, whether or not then due. It is 30-day period will Begin when the notice is given may seem to pay application of proceeds to principal shall not extend or postpone the due date of the inombiby payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's into any insurance policies and 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 Losa Application; Stretch execution of this Security Instrument and shall continue to occupy the Property is principal residence over a secured by which accounts and accounts

requesting payment 8. Mortgr

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 substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurar 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 insurance 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 any part of the Property, or for conveyance in life of condemnation, are hereby

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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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, 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. 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 iaw otherwise provides, the proceeds shall be applied to the sums secured 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.

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 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 Saveral Liebity; Co-signers. The covenants and agreements of this Security Instrument and Borrower is successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to 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 occommodations 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 firstly interpreted so that the interest or other loan charge shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under th

notice provided for in this Security Instrument shall be germed to have been given.

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.

Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower.

18. It is sold or transferred for 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 its Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by its 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 defivered or mailed writin 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 Reinstrue. 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

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Borrower: (a) pays tender all sums which then would be due under this Security Instrument and the Note as if on acceleration had occurred; (b) covers any default of any other covenants or agreements; (c) pays all expenses incurred on acceleration had occurred; (b) covers any default of any other covenants or agreements; (c) pays all expenses incurred on acceleration under the pays and the pay

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Groperty 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 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

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| Adjustable Rate Rider | Condominium Rider | 550 4 4 5 13 5 14 |
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| Graduated Payment Rider | | 1-4 Family Rider |
| Balloon Rider | Planned Unit Development Rider | Biweekly Payment Rider |
| | Rate Improvement Rider | Second Home Rider |
| Other(s) [specify] | | |
| BY SIGNING BELOW, Bo Security Instrument and in any ric | errower accepts and agrees to the terms der(s) executed by Borrower and recorded | and covenants contained in the with it. |
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| DON HENRY | | 70. (6) |
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Order No. 51238

Exhibit "A"

That portion of Lot 20, Block 1, RIVER GLEN ON THE WASHOUGAL, according to the plat thereof, recorded in Book "A" of Plats, page 132, records of Skamania County, Washington, lying Easterly of the following described line:

BEGINNING at a point on the curve of the Northerly line of said Lot 20, which is 27.90 feet Westerly, when measured along said curve line, from the Northeast corner of said Lot; thence South 22°30' West 100 feet; thence South 16°58'30" East, parallel with the Easterly line of said lot, 240 feet, moré or less, to the thread of the Washougal River.

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