128943

BOOK 168 PAGE 174

FILED FOI PEGORD SKANLL LO WASH BY CLARK COUNTY LILE

AFTER RECORDING MAIL TO:

ATTN: DOCUMENT CONTROL DEPARTMENT P.O.BOX 23929 MILWAUKEE, WI 53223-0929 Loan No.# 2343614

Aug 13 11 31 AH '97

Pawry

AUDITOR

GARY M. OLSON

Above This Line For Recording Data)
DEED OF TRUST CCT STISSBE THIS DEED OF TRUST ('Security Instrument') is made on AUGUST 7, 1997

The gramor is MICHAEL W. SIEVERS AND DIANE H. SIEVERS, HUSBAND AND WIFE 6780 CORPORATION, A CALIFORNIA COPPORATION
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 Dollars (U.S. 5 12-300.00). 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 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 proceed 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 the Trustee, in trust, with power of sale, the following described property located in SKAMANIA.

County, Washington:

LOT 2 OF THE AMENDED SHORT PLAT OF THE COUNTY LINE TRACTS RECORDED IN BOOK 3 OF

SHORT PLATS, PAGE 272, SKAMANIA COUNTY, RECORDS.

TAX ACCOUNT NO. 2-5-31-3-102

which has the address of 21 EASTWOOD LANE [Street] Washington 98671-

WASHOUGAL [City] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, approximances, 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 by the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will depend the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variable jurisdiction to constitute a uniform security instrume a covering real property.

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

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

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

principal of and interest on the dobt 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 line 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; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in figu of the payment of 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 mortgage lan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as 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 Rems or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose denotits are insured by a federal cannot of funds the held in an institution whose denotits are insured by a federal cannot of funds the held in an institution whose denotits are insured by a federal cannot of funds the held in an institution whose denotits are insured by a federal cannot of funds the held in an institution whose denotits are insured by a federal cannot of funds the held in an institution whose denotits are insured by a federal cannot of funds the federal cannot be federal to

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 Loan Bank. Lender shall apply the Funds to pay the Escrow Rems. Lender may not charge Borrower for bolding 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 real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or camings 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 the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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 monthly pay ments, at Lender's sole discretion.

Borrower shall make up the deficiency in no more than twelve.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held (Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the ecurity Instrument.

Open primer in foll of a term asserted by this Security between the cheek and prompts of and to Be revery can Trush that Part of the Control of the Control

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

18. 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, which the fair market is the event of a total taking of the Property in which the fair market naturent 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. In the event of a partial taking of the Property immediately before the taking. The event of a partial taking of the Property immediately before the taking. In the event of a partial taking of the Property immediately before the taking is less than the anneunt 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.

Form 30 to face 2 of 4 pages)

... 9.56 9.37

1

11

BOOK 168 PAGE 176

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnar 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 I and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver.

Extension of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not mence proceedings against any successor in interest or refuse to extend time for payment or cheraise modify amount attended to the interest of Borrower shall not mence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amount attended to the 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 Assient Rounds located Lightiles Considered.

interest. Any forbearaise by Lender in exercising any right or remedy shall not be a waiver or or precision undercorded or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.

The covenants and agreements of Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that secured by this Security Instrument; (b) is not personally obligated to pay the sums make any accommodations with regard to the terms of this Security Instrument (b) is not personally obligated to pay the sums make any accommodations with regard to the terms of this Security Instrument or the Note Sithout that Borrower's consent.

13. Loan Charges. If the loan secured by 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 me unum 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 experiment 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 under the Note.

13. Notices.

Any position of the loan security Instrument or the Note without any prepayment charge.

Borrower. It a remote reduces principal, the reduction was the desired as a partial population by delivering it or by mailing it by under the Note.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by other address Borrower designates by notice to Lender. Any notice to Lender shall be diverted to the Property Address or any other address Borrower designates by notice to Lender. Any notice by Lender 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 without the conflicting provision. To this end the provisions of this Security Instrument or the Note which can be given effect that the conflicting provision. To this end the provisions of this Security Instrument and the Note which can be given effect.

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 dor transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without trument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this surrive Instrument.

Security instrument.

If Lender exercises this option, Lender shall give Borrower natice of acceleration. The natice 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 lastrument. If Borrower fails to pay these sums price 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 entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument and the Note is 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, Lender's rights in the Property and Borrower, so bigation 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 Note: Charge of Loan Security.

fully effective as in a secoleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under fully effective as in to acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) and be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the 'Loan Servicer') that collects monthly payments due under the Note and this Security Instrument. There also may be one or more written notice of the change in accordance with paragraph 14 above and applicable law. 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 viclation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the and to maintenance of the Property.

Borrower shall 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 residential uses governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of removal or other remediation of any Hazardous Substances affecting the Property is necessary temedial actions in accordance with Environmental Law.

As used in this paragraph 20, 'Hazardous Substances' are those substances defined as foxic or hazardous substances by incides and herbicides, velatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this health, safety or environmental protection.

Non-Uniform Cov'EnAnt's Borrower and Lender further covenant and agree as follows:

11. Acceleration; Remedies. Lender shall give noti

NON-UNIFORM COVENANTS. Borrower 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 and the sums secured by this shall further inform Borrower of the right to reinstate after acceleration and sale, and any other matters required to shall further inform Borrower of the right to reinstate after acceleration and sale, and any other matters required to at its option many require immediate payment in full of all sums secured by this Security Instrument without further to collect all expenses incurred in pursuing the remedies permitted by applicable law. Lender shall be entitled reasonable attorneys fees and costs of title 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 Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding required by applicable law many require. After the time Property at public ancine to the highest bidder at the time and place fived in the notice of sale. Property to public ancion to the highest bidder at the time and place fived in the notice of sale. Lender's section to the highest bidder at the time and place fived in the notice of sale. Form 3048 9/90 (page 3 of 4 paging law) and the public associated the Property at any paying the Property at any sale.

Initials

Form 3048 9/90 (page 3 of 4 paging law) and page fived in the notice of sale. Lender or initials

Form 304% 9/90 (page 3 of 4 pages)

BOOK 168 PAGE 177

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 took place.

12. 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 races 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 z fee for reconveying the Property, but only if pleable 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.

and agreements of this Security	Instrument as if the rider(s) were a part of the	his Security Instrument.
[Check applicable box(es)]		
Adjustable Rate Rider	Пали	
Graduated Payment Rider	Condominium Rider	1-4 Family Rider
Balloon Rider	Planned Unit Development Rider	Biu cekly Payment Rider
	Rate improvement Rider	Second Home Rider
Deter(s) [specify] BY SIGNING RELOW B.		
BY SIGNING BELOW, Borrower accepts and any rider(s) executed by Borrower and recorded with	agrees to the terms and covenants contained h it.	in this Security Instrument and in
Witnesses:		
mucases:		
	1/1/1/	///
	1/10/11/14	kr
	MICHAELW. SIEVE	RS (Seal)
,		
€	1/12 9	11
	Munge	1. levers 8/8/97
	DIANE H. SIEVERS	-Borrower
- //	T	(Scal)
		-Barrower
		All The
		(Seal)
A -		-Borrower
STATE OF WASHINGTON	Selow This line For Acknowledgement [
OPEGON	s:	OFFICIAL CELL
County of MULTNOMAH		OFFICIAL SEAL ALAM R. SANCHEZ
		NOTARY PUBLIC-DREGON
hereby certify that I know or have satisfactory evide	nce that	COMMISSION NO. 062583 MISSION EXPIRES MARCH 9, 2001
MICHAEL W. SIEVERS AND DIANE H. SIEVER	C	
signed this instrument and acknowledged it to be	the free and voluntary act for the uses a	nd purposes mentioned in the
Dated: 8/8/97		in the
70/11	\sim	201
	/ Clas &	lander
My appointment expires 3/9/2001	Notary Public in and for the	State of Weshington residing at
1/1/2001		OREGON at
	-	
KEQU TO TRUETER	EST FOR RECONVEYANCE	
O TRUSTEE:		
The undersigned is the holder of the note or notes adebtedness secured by this Deed of Trust, have been beed of Trust, which are delivered bareby	secured by this Doed of Trust Said note	
adebtedness secured by this Deed of Trust, have been been of Trust, which are delivered hereby, and to recruit to the person or persons legally entitled thereto.	a paid in full. You are hereby directed to car	ncel said note or notes and this
represent or persons legally entitled thereto.		need by you under this Deed of
Pate:		
	Form 3	• 17 9/90 format + 64