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BOOK 168 PAGE 453

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AUDITOR

GARY H. OLSON

WASHINGTON MUTUAL, Loan Servicing P.O. Box 91006, SAS0304 Seattle, WA 98111

Washington Mutual

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**DEED OF TRUST** 

01-0526-000988196-2

TO BE RECORDED

THIS DEED OF TRUST ("Security Instrument") is made on August 18th, 1997 The grantor is RUSSELL C SHANNON, an unmarried individual ('Borrower'). The trustee is SKAMANIA COUNTY TITLE COMPANY, a Washington Corporation

('Trustee'). The beneficiary is WASHINGTON MUTUAL BANK

which is organized and existing under the laws of Washington

('Washington'). and whose address is 1201 THIRD AVENUE, SEATTLE, WA 98101
(Lender). Borrower owes Lender the principal sum of THIRTY-SEVEN THOUSAND THREE HUNDRED & Dollars (U.S. \$ 37, 300, 00 this Security Instrument ('Note'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1st. 2017. This Security Instrument secures to Lender: (a) the ). This debt is evidenced by Borrower's note dated the same date as and payable on <u>September 1st</u>, <u>2017</u> 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 Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to trustee, in trust, with power of sale, the following described properly located in <a href="SKAMANIA">SKAMANIA</a>
County, Washington: A TRACT OF LAND IN THE NORTH HALF OF SECTION 27, TOWNSHIP 3 NORTH, RANCE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 3 OF THE RON CLARK SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE TAX ACCT NO. 03-08-27-0-0-0206-00 which has the address of 132 INDIAN CABIN RD HOME VALLEY Washington 97648 ("Property Address"); [Zip WASHINGTON-Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3048 9/90 (page 1 of 6 pages) 1529A (03-97)

Loan #: 01-0526-000988196-2

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and focuses 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 trife 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 variations by jurisdiction to constitute a uniform security instrument covering real property.

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covernants for rational uses and non-uniform covernants with finited variations by purisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covernant and agrees as follows:

1. Payment of Principal and interest; Prepayment and Late Charges. Borrower shell promptly pay when due the principal of and interest on the debt evidence by the Note and any prepayment and tate 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 morthly payments are due under the Note, until the Note is paid in full, a sum (Funds\*) for: (a) yearly taxes and assessments which may stain priority over this Security Instrument as a fen on the Property; (b) yearly leaseheld payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; any; (e) yearly mortigage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, if accordance with the provisions of paragraph 6, in Seu of the payment of mortgage insurance premiums. These flores is a secondance with the provisions of paragraph 6, in Seu of the payment of mortgage insurance premiums. These flores is a secondance with the provisions of paragraph 6, in Seu of the payment of mortgage insurance premiums. These flores are considered to the secondary of the maximum amount a lender for a federally related mortgage loan may require for Sorrower's escrow account under the federal Real Exists Settlement Procedures Act of 1974 as assented from time to time, 12 USC. Section 2501 seq. (\*RESPA), unless another law that applies to the Funds send release and the sesser amount. Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expend

this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any fien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) confests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender aubordinating the fien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or tate 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 hereafter erected onthe Property insured against loss by fire, hazards included within the term "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 approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph?

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall give prompt notice to the insurance Washington

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carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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 fessened. If the restoration or repair is not economically feasible and Lender's security is not fessened. If the applied to the sums secured by this 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 sattle 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 then due. The 30-day period will begin when the notice is given.

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 1 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. Occupency, Preservation, Malintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within story 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 axist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not destroy, damage or impair the Property or otherwise materially impair the lien created by this Security Instrument or Lender's executivy interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by cousing the exton or proceeding to be dismissed with a rufing that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the Ben created by this Security Instrument or Lender's security Information or statements to Lender (or failed to provide Lender with any material information) in connection with the lean principal residence. If this Secur

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's actions may 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 firm which has priority over this Security Instrument, appearing 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.

Security Instrument. Unless toorower and Lender agree to other terms or payment, these amounts shall be a the date of disbursement at the Note rate and shall be payable, with inderest, 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 acoverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, if a cost substantially equivalent mortgage insurance previously in effect, from an afternate mortgage insurance acoverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve high or the period that Lender eventure provided by an insurance payment with the requirement for mortgage insurance provided by an insurance agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entities 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. In our other taking of 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 or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby instrument, whether or not then due, with any access paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property in medicately before the taking, unless Borrower. In the event of a partial taking of the Property in which the fair market value of the Property in medicately before the taking, divided by (b) the fair ma

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ctrendse 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, 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 psyments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released, Forbearance By Lender Not a Walver. Extension of the time for payment or modification of smortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to refuse the Biability of the original Borrower or Borrower's successors in interest to refuse to extend time for payment or original Borrower or Borrower's successors in interest to refuse to extend time for payment or original Borrower or Borrower's successors in Interest. Any forbearance by Lender in exercising any right or remedy shall not a walver 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 paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower subject to the provisions functionary instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions functionary instrument shall bind and benefit the successors and assigns for lender and Borrower, subject to the provisions functionary instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that security Instrument only to mortgage, grant and convey that security Instrument on the Not

of make any accommosaions with regard to the terms of this Security instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum ioan charges, and that law is finally interpreted so that the interest of other loan charges conected 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 limits, and (b) any sums stready 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 that 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 class mail to Lender's 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 the Borrower or Lender when given as provided in the Borrower or Lender when given as provided in the Borrower or Lender when given as provided in the Borrower or Lender when given as provided in the Borrower or Lender when given as provided in the Borrower or Lender when given as provided in the Borrower or Lender when given as provided in the Borrower or Lender when given as provided in the Borrower or Lender when given as provided in the Borrower or Lender when given as provided in the Borrower or Lender when given as provided in the Borrower or Lender when given as pro

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in the 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 conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

jungoisson in minor the Froperty is such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without conflicting provision. To this end this provisions of this Security Instrument and the Note are declared to be severable.

18. 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 for it a beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for it is beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for it is beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for it is beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for it is beneficial Interest in Borrower and Borrower is not a natural person) without Lender's prior written consent, Lender may invoke any the date of this Security Instrument. If Borrower is all 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 Plant to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have applicable few may specify for reinstatement; before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entire certain conditions, Borrower shall have the right to have applicable few may specify for reinstatement; before sale of the Property pursuant. Those conditions are that Borrower. (a) security Instrument, and the Note as if no acceleration had occurred. (b) curse any default of any other cevenants of agreements; (c) pays all expenses incurred in enforcing this security Instru

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20. Hazardous Substances. Borrower shall not cause or permit the present, use disposed to the property any Hazardous Substances on or in the Property. Borrower shall not do, not 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 to storage on the Property of omail quantities of Hazardous Substances and not apply to the presence, use to normal residential uses and to maintanance of the Property.

Governmental recognised or regulatory agency or private part forces of my inestigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private part forces of my inestigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private part forces of my hazardous substances defined by among the property is recognised to regulatory authority, that any removal or other termediation of any Hazardous Substances defined as a took or hazardous a ubstances by Environmental Law.

Yes the state of this paragraph 20. "Practical Substances are strictly the Property is necessary. Borrows shall promptly take all necessary remedial actions in accordance with Environmental Law.

Yes the state of this paragraph 20, "Practical Substances are strictly as the property is a present of the property of the property in the property of the property is a processory. Borrows shall promptly take all necessary remedial actions in accordance with Environmental Law.

Yes used in this paragraph 20, "Providenmental protection.

Yes the paragraph 20, "Providenmental protection." Acceleration; Providenmental protection, my first and the property of the property is a provident providence makes and the property of the providence makes and the property of the providence makes and the providence paragraph 10, "Providenmental protection," The providence of the providence paragraph 20, "Providence makes and providence paragraphs 20, "Providence makes and providence paragraphs an

Graduated Payment Rider Balloon Rider Other(s) [specify]	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrow	er accepts and agrees to the terms and con	venants contained in this Security

er(s) executed by Borrower and recorded with it.

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Loan #: 01-0526-000988196-2 RUSSELL C SHANNON STATE OF WASHINGTON Clack \_\_County ss: On this 19 day of August 1557, before me the undersigned in and for the State of Washington, duly commissioned and sworn, personally appeared before me the undersigned, a Notary to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that be she/they signed and sealed the said instrument as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned. WITNESS my hand and official seal affixed the day and year in this certificate above written. My Commission expires: 8-7-18 and for the State of Washington residing at: REQUEST FOR RECONVEYANCE The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. DATED: WASHINGTON MUTUAL BANK Ву \_ Mail reconveyance to Washington 1529F (02-97) Page 6 of 6 TO BE RECORDED