129261

BOOK 168 PAGE 164
FILED FOR RECORD
SKAHLSIA CO. WASH
BY CLARK COUNTY TITLE

SEP 19 1 38 PM '97

O' COURTY

AUDITOR

GARY M. OLSON

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



DEED OF TRUST

01-0989-001098975-4

THE BLEELING IS WANCE W G	RAYSON, an unmarried	individual and	RICHARD L SHELDON,
<u>unmarried individual</u>	hial		
Bearing The Control			
corrower). The trustee is	LARK COUNTY TITLE CO	MPANY, a Washir	ngton Corporation
	("Trustee"). The beni	riciary is WASHING	ION MUTUAL BANK
ad udage address is a see	which is organized and existing	ng under the taws of	Washington
coded Berry 1201	THIRD AVENUE, SEATTI	E, WA 98101	
Lericer J. Borrower owes Le	ender the principal sum of SIX	TY THOUSAND & (00/100
ollers (II C & co. ooc. oo.			
ollars (U.S. \$ 60,000,00		denced by Borrower's	note dated the same date at
of nameble on Ontable	"), which provides for monthly	payments, with the fu	If debt, if not paid earlier, due
in hekene nii <u>CCCOD</u> EL T	St. 2027	This Security Instrume	ent secures to Lender: (a) the
maximum of the debt a deli-			
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payment of the debt evider e Note; (b) the payment of a	iced by the Note, with interest, and other sums, with interest, and	and all renewals, extended and all renewals, extended and and and and and and and and and an	oh 7 to protect the security of
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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and foxtures 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 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 variations by jurisdiction to constitute a uniform security instrument covering real property.

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UNIFORM COVENINTS. Borrower and Lander covenant and agreed property.

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In Prayment of Princelpal and interest; Prepayment and Late Changes. Borrower shall promptly pay when due the principal of and trained on the debt evidenced by the Note and any prepayment and late changes. Borrower shall promptly pay when due to the principal of and trained on the company of the principal of and trained on the company of the principal of the Company of the principal of the Company of the Property of the Company of the

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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 conomically feasible and Lender's security is not feasened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not 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.

6. Occupancy, 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 abby 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 to the extend to mixing, which consent shall not be unreasonably withheld, or unless extending circumstances exist 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 th

in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender dose not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shell 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 borrower and Lender agree to other terms of payment, these amounts shall be an aball be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiuma 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 mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each months as an equal to one-twelfth of the yearly mortgage insurance previously in effect, from an alternate mortgage insurance coverage (in the amount and for the yearly mortgage insurance previously in effect, from an alternate mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurance as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage 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 narry condemnation or other taking of the Pr

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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.

11. Borrower Not Released; Forbearance By Lender Not a Walver. 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 or refuse to extend time for payment or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in Interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or original Borrower or Borrower's successors in Interest. Any forbearance by Lender in exercising any right or remedy or original Borrower or Borrower's successors in Interest. Any forbearance by Lender in exercising any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements shall be joint and several. Any 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 mortizage, grant and convey that secured by this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument or the Note without

Borrower's Interest in the Property under the ferms 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 accommedations 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 asso maximum loan charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan secosed the permitted limits, them; (e) are an other loan charges collected or to be collected in connection with the loan secosed the permitted limits, and (b) any sums alreases nothing shall be actuated by the mount necessary to reduce the charge to the permitted limit and (b) any sums alreases of them Borrower which exceeded permitted limits and the permitted limits and (b) any sums alreases of the Borrower when the second in the second limit of the second in the second limit of the se

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20. Hazardous Substances. Borrower shall not cause or permit the Dreservet, use, disposal, stronge, or interpretation of any Hiszardous Substances on or in the Property. Borrower shall not do, nor allow anyone eles to do, amything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage or the Property of small quantities of Hazardous Substances that are generally recognized to be parporaise to the Property of the Property of the Property and any Nazardous Substances and the grown of the Property and any Nazardous Substances and the Property and any Nazardous Substances and the Property in necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances defined as toxic or hexardous substances and in the paragraph 20, "Fazardous Substances defined as toxic or hexardous substances and in the paragraph 20, "Fazardous Substances and the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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Adjustable Rate Rider Graduated Payment Rid	Condominium Rider	1-4 Family Rider
Balloon Rider Other(s) [specify]	er Planned Unit Development Rider Rate Improvement Rider	Biweeldy Payment Rider Second Home Rider
BY SIGNING BELOW, Bo Instrument and in any rider(s) e	errower accepts and agrees to the terms and concerned by Borrower and recorded with it.	venants contained in this Securi
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x Jancy IV Arcycon	XY TECKLED Shellon RICHARD L SHELDON
	STATE OF THE STATE
STATE OF WASHINGTON County 88: On this 6th day of Seot	997 before me the undersigned, a Notary
Public In and for the State of Washington, duty com	missioned and sworn, personally appeared Kichard L. Sheldon.
his/her/their free and voluntary act and	d in and who executed the foregoing instrument, and signed, and sealed the said instrument as deed, for the uses and purposes therein mentioned.
My Commission expires: 2/1/98	Notary Public In and for the State of Weehington residing at:
directed to cancel said note or octee and this De	notes secured by this Deed of Trust. Said note or notes, his Deed of Trust, have been paid in full. You are hereby and to reconvey, ander this Deed of Trust to the person or persons legally
DATED:	WASHINGTON MUTUAL BANK a corporation
Mail reconveyance to	Ву
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