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FILED FOR RECORD SKAMAHA GO, WASH BY SKAMANA CO, IIILE

SEP 29 12 43 PH 197

GAWRY

AUDITORY

GARY M. OLSON

Washington Mutual Loan Servicing
PO Box 91006 - SAS0307
Seattle, WA 98111 Attention: Vault

Washington Mutual

WASHINGTON USE ONLY

MOBILE HOME **DEED OF TRUST**

5202 7/1/2

THIS DEED OF TRUST is between ART S	BOYER AND EMILY A E	BOYER, HUSBAND AND WIFE
131 ABERDEEN DR	, wi	nose address is:
("Grantor"); FIRST AMERICAN TITLE CO the address of which is 1014 MAIN ST VANCOUVER WA 98660	WASHOUGAL 8 CALIFORNIA	WA 98671 corporation,
in trust and assigns ("Trustee"); and Washington Mutual Bank	. a W	and its successors ashington corporation, the
address of which is 1201 Third Avenue, S 1. Granting Clause. Grantor hereby and its successors in trust and assignees, SKAMANIA County, Wash Grantor ever gets:	grants, bargains, sell in Trust, with power of	101 ("Beneficiary"),

LOT 24, SKAMANIA HIGHLANDS, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK A OF PLATS, PAGE 140, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

Parcel # 00-05-19-2-0-0001

together with: all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property; and the mobile home referred to below and all its other attachments and accessories.

All of the property described in this Section 1 is called the "Property". To the extent any of the Property is personal property, Grantor grants Beneficiary, as secured party, a

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security interest in all such proper agreement between Grantor and Ber	ty, and this I	Deed of T	rust shall constitute a security
The Property includes a 1967	12	X 60	mobile home, Manufacturer
SPTCT	, Model _		mobile nome, Manufacturer , Serial Number mently affixed to the real estate
8462 . The mob	ile home shal	l be perma	mently affixed to the real estate
Grantor contained herein and in a s			
algory incusand Right Hundred F	ifty and on.	/100	Dállasa (Ann aná a
100000 COOL AND HIGHER HS	ninvinen in	TOO DECEM	COOPER MARK AND LEVEL 1
of money advanced by Beneficiary u Beneficiary's interest in the Property	All of this m	o or other	wise to protect the Property or
If this box is checked, the Note : rate of interest.	secured by th	is Deed of	Trust provides for a variable
ioto of intolost.	466		
3. Representations of Grantor.	Grantor warr	ants and r	epresents that:
(a) Giantor is the owner	i Or contract	tourchas	or of the Diameter is a second
unencumbered except by easeme inconsistent with the intended use mortgage or deed of trust gives in	unis racarno	TIODO	d samaniaki
The state of the s	LICICHI TRILITI DO	IN TAX MODE	y existing real estate contract,
TOTAL PROTICUSTY DISCIOSED III WILLIAM	O Deneticiary:	and	
(D) The Property is not used	principally fo	r agricultu	ral or farming purposes.
Transce of Giallot, Giallin	r bromises.		
home or any of the other improveme	good repair; r	iot to mov	ve, alter or demolish the mobile
a superity and that to sell of fights fill	he Property o	r any inte	nout Beneficiary's prior written
The providing of Odding S.			
(b) To allow representation	ves of Bene	ficiary to	inspect the Property at any
		s, ordina	nces, regulations, covenants,
The second of the second fill of the second	IIII PIODOITU:		
(c) To pay on time all lawful	taxes and as	sessments	s on the Property; nditions of any prior real estate
		TV OF ADV	part of it and pay all amount
and a string chological in a fillial	manner:		
(e) To see to it that this	Deed of Trus	st remains	a valid lien on the Property
TOP OF THE PROPERTY OF THE PRO	TIDEN IN SAATI	00 4101 0	and the language that the contract of
all encumbrances which may impair asserts the priority of any encumbra this Deed of Trust in any cleading site			
Beneficiary shall be named as the	first lose por	on insurar	nce coverage to Beneficiary.
may be applied upon any indebtedne	ss hereby sec	cured in th	The same manner as navments
,			as payments
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under the Note or, at Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Trustee's sale.

5. Sale or Transfer of Property. The Loan is personal to Grantor, and the entire Debt shall become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Grantor. A sale or other transfer of the Property or any interest therein by Grantor without the full repayment of the Debt shall constitute an event

6. Curing of Defaults. If Grantor fails to comply with any of the covenants in Section 4, including all the terms of any prior real estate contract, mortgage, or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. The amount spent shall bear interest at the Default Rate specified in the Note and be repayable by Grantor on demand.

7. Defaults: Sale.

(a) Prompt performance under this Deed of Trust is essential. If Grantor doesn't pay any installment of the Loan on time, or if there is a breach of any of the promises contained in this Deed of Trust, the Security Agreement, or any other document securing the Loan, Grantor will be in default and the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, subject only to the notice requirements of Section 8 below. If Grantor is in default and Beneficiary exercises its right to demand repayment in full, the total amount owed by Grantor on the day repayment in full is demanded, including unpaid interest, shall bear interest at the Default Rate specified in the Note from the day repayment in full is demanded until repaid in full and, if Beneficiary so requests in writing, Trustee shall sell the Property in accordance with the Deed of Trust Act of the State of the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the obligations secured by this Deed of Trust; and (iii) the surplus, if any, shall be deposited distributed in accordance with RCW 61.24.080.

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. Trustee's deed requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of purchasers and encumbrancers for value.

(c) The power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage or sue on the Note according to law. In connection with any of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the pendency of any foreclosure or other realization proceedings, Beneficiary shall also have the right to collect the income, rents, and profits of the Property and apply the amounts so collected toward payment of the Debt in the manner provided in the Note, and shall have profits.

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(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare a default for failure to so pay.

8. Notice and Opportunity to Cure Defaults. Except in the case of abandonment or other extreme circumstances, Beneficiary shall, at least thirty (30) days prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified in Section 7, send to Grantor, by certified mail, a notice of default specifying the nature of the default and in the case of a payment default, the s of the payments in default and any applicable late charges. Grantor will have thirty (30) days from the postmarked date of such default notice to cure the default and during such thirty (30) day period, Beneficiary shall not, in the absence of extreme circumstances, declare the entire Debt immediately due and payable in full and/or pursue any of the other remedies for default specified in Section 7.

The above notwithstanding, Grantor shall be entitled to only two (2) such default notices in any twelve (12) month period, and if subsequent defaults occur within that twelve (12) month period, Beneficiary may exercise its remedies for default immediately

and without notice to Grantor.

9. Condemnation; Eminent Domain. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the Debt and all other obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied thereto in the same manner as payments under the Note.

10. Fees and Costs. Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other feasonable expenses as allowed by law, and reasonable attorney's fees in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee is obliged to prosecute or defend to protect the lien of this Deed of Trust or to otherwise protect its security; and in any other action taken by Beneficiary to collect the Debt, including any disposition of the Property under the Uniform Commercial Code.

1. Reconveyance. Trustee shall reconvey all or any part of the Property covered by

this Déed of Trust to the person entitled thereto, on written request of Grantor and Beneficiary, or upon satisfaction of the Debt and other obligations secured hereby and written request for reconveyance by Beneficiary or the person entitled thereto.

12. Trustee; Successor Trustee. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary shall appoint in writing a successor Trustee, and upon the recording of such appointment in the mortage records of the county in which this the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor Trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

13. Miscellaneous. This Deed of Trust shall benefit and obligate the parties.

heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with the laws of the state of Washington. If any provision of this Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provision of but the Deed of Trust shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

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1997 .	ouver	Washington	this_	26th	day of <u>Se</u>	ptember
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STATE OF Washin	gton)		- +	. [
COUNTY OFclark) ss.		_	a. 7	
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On this day pers	+^ ~~	A 1	L - 41	2 22 0 0	- 1	and
who executed the within same as their free an	and foregoing in	e known to strument, ar	id ackn	owledged	als describi	ed in and ligned the
mentioned.	• voluntary act	and deed,	for the	uses ar	nd purpose	s therein
WITNESS my hand	and official seal	this $-\langle \partial \rangle$	day	of)&	11 , 1	947.
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VICKI KII NOTARY F		- Fi	w	D.		
I SIAIE OF WAS	SHINGTON N	otary public	in and	for the sta	ate of WA	1.
COMMISSION NOVEMBER		siding at				
	=	. 1	1	greene		
	REQUEST FOR	FULL RECON	IVEVAR	ICE.		
Do not i	ecord. To be used	only when	Note h	es been pa	aid.	
To: TRUSTEE	. 11					Φ
The undersigned is secured by the within to	the legal owner a	nd holder of	the No	te and all	other inde	btedness
secured by this Deed o	f Trust has had	alu NO(8, ((getner	with all	other inde	btedness
this Deed of Trust to	cancel the Note	u or any sur	ns own	ng to you	under the	terms of
ndebtedness secured by	this Deed of T	rust, togeth	er with	ang all the Dee	other evided of Trust	and to
convey, without warrant the estate now held by ye		esignated by	the te	rms of thi	s Deed of	Trust, all
Dated	.19		78			·
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Mail reconveyance t	0				. :	
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