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Oct 6 | 19 PH '97

OSWAY

AUDITOR

GARY M. OLSON

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

Washington Mutual

**DEED OF TRUST** 

Loan No. 01-0989-000664664-0 SKAMANIA COUNTY TITLE COMPANY 21143

D	
Borrower"). The trustee is_	SKAMANIA COUNTY TITLE COMPANY, a Washington
orporation	("Trustee"). The beneficiary
shington Mutual Bar	
<u>Nashington</u> , and who	e address is 1201 Third Avenue, Seattle, WA 98101
ixteen Thousand & 00	("Lender"). Borrower owes Lender the principal sum of <u>One Hundred</u> 9/100
	). This debt is evidenced by Borrower's note dated the same date as ti
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curity of this Security Instruits Security Instrument and the trust, with power of sale, punty, Washington.	page 7
icurity of this Security Instruits Security Instruits Security Instrument and the trust, with power of sale, punty, Washington.  ER ATTACHED LEGAL DE	of all other sums, with interest, advanced under paragraph 7 to protect to iment; and (c) the performance of Borrower's covenants and agreements under Note. For this purpose, Borrower irrevocably grants and conveys to Truste the following described property located in Skamania  SCRIPTION EXMIST: A PARCEL NO. 02-07-01-0-0-7200-00-104-01-01-01-01-01-01-01-01-01-01-01-01-01-
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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and futures 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 fawfully 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.

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

1. Payment 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 rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage 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 federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser 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.

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 faderal 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 Items. Lender may not charge Borrower for holding 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 imade or applicable law requires Interest to be paid, Lender shall not be required to pay Borrower any interest of sernings 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.

If the Funds held by Lender acceed 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 in no sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amounts necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower and payages that any time is not suff

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument timess Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests 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 subordinating the lien 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Washington

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Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph

All insurance policies and renewals shell be acceptable to Lender and shall induce a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall grive prompt give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made prompthy by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is not economically feasible and Lender's centrify in the restoration or repair is not economically feasible and Lender's centrify in 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 access paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance proceeds 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 is of the acquisition.

Lessetholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the association of the Security Instrument and mall continue to occupy the Property Borrower's principal residence within sixty days after the association of the Security interest. Borrower favored to the wind and property as Borrower's principal residence in Lessetholas. Borrower as the

this Security instrument. Ones bullower and believe and shall be payable, with interest, upon notice from Lender to Borrower from the date of disbursement at the Mote rate and shall 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 premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance 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 previously in effect, from an alternate 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 lieu of condemnation,

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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 in which the fair market value of the Property inwhich the fair

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 Weiver. 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 be present to release the liability of the original Borrower of Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest can be original Borrower of Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest to design and the property of the original Borrower of Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a welver of or preclude the exercise of any right or remedy shall not be a welver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Johnt and Several Liability; Co-signess. The covenants and agreements of this Security Instrument ahall bind and benefit the 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; (e) is co-signing the 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 accommodations with regard to the terms of this Security Instrument of the Note without that Borrower's interest in the Property under the tone charges collected or to be collected instrument.

13. Lean Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum lo

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 (or 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 federal law as of the date of this Security Instrument.

If 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 delivered or mailed within 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 rotice 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 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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TO BE RECORDED

4.

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Borrower: (a) pays tender all sums which then would be due under this Security Instrument and the Note as it or as acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not knited to, reasonable attorneys' fees; and (d) takes such action as according to the security instrument, tenders' rights in the property and survey and reasonable returnment, tenders' rights in the property and survey and reasonable returnment, tenders' rights in the property and survey and the survey of the survey of the survey of the Security Instrument and the course of the survey of the survey of the Security Instrument and the survey of the Security Instrument and the survey of the Security Instrument in the property and the survey of the Security Instrument in the property of the Security Instrument in the property of the survey of the Security Instrument in the survey of the Security Instrument in the survey of the

22. 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 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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01-0989-000664664-0 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. [Check applicable box(es)] Adjustable Rate Rider Condominium Rider 1-4 Family Rider
Biweekly Payment Rider **Graduated Payment Rider** Planned Unit Development Rider Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. JERRY L BEVANS E OF WASHINGTON County ss: day of Other On this \_\_\_\_ day of \_\_\_\_\_\_, before the undersigned, a notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JERRY L BEVANS to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he he/they signed and sealed the said instrument as his/her/their free and voluntary act and dead, 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: 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 without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. DATED: a corporation, Mail reconveyance to Washington 1529F (11-96)

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#### EXHIBIT "A"

Lots 1,2,3,4,5,6,7,8,21,22,23,24,25,26.27 and 28, Block 3 of Stevenson Subdivision, according to the recorded plat thereof, recorded in Book A of Plats, Page 11, in the County of Skamania, State of Washington.

Together with that portion of the 16 foot alley in said lots shown above. Also the Northerly 30 feet of Front Street adjacent to Lots 1 through 8 inclusive, the Northwest Quarter of the intersection of Front and Seymour Streets and the Westerly 30 feet of Seymour Street adjacent to said Lots 1 and 28 being vacated alley Streets and Avenues shown by that certain ordinance recorded in Book G, Page 34 Miscellaneous Records.

