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BOOK 170 PAGE 840

FILED FOR RECORD SKAMING SO, WASH BY SUARK COUNTY TITLE

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Caury

AUDITOR

GARY M. OLSON

Washington Mutual Bank LOAN SERVICING - VAULT PO BOX 91006 - SAS0304 SEATTLE, WA 98111

())) Washington Mutual

DEED OF TRUST

Loan No. 01-0146-001111540-9 CLARK COUNTY TITLE COMPANY 52633

				• •
[*Borrower*] The trustee is	OI NOV GOVERNMENT			
Borrower). The trustee is	CLARK COUNTY T	TLE COMPANY	, a-Washingto	on corporation
Mashington Mutual Bank			stee"). The	beneficiary
Mashington , and whose	addraci in 1201 T	which	is organized and o	existing under the
- MODITING COLL , BING WINGS	"Lender" Commercial	urra Avenue,	Seattle, WA	98101
Seventeen Thousand & C	"Lender"). Borrower	owes Lender the	principal sum of	One Hundred
evenecen mousand & C	00/100			
ollers (U.S. \$ 117,000.00	1 This dobt is a	sides and by D		
ecurity Instrument ("Note")	which exercises for me	videnced by Bori	ower's note dated	the same date as
ecurity Instrument ("Note"), w	or 1 2022	riculy payments,	with the full debt,	, if not paid earlier,
nd payable on <u>Decemb</u>	el 1, 2021	_ INS Security	Instrument secu	res to Lender: (a)
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Selement of the gent dainelle	ed by the Mote, With	arterest, ario al	i i ci lewais, extens	HOUS BLAN INCOMINGATI
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f the Note; (b) the payment of this Security Instrum	or all other sums, w nent; and (c) the perf	ith interest, adv	anced under parag	graph 7 to protect
f the Note; (b) the payment of the Note; (b) the payment of this Security Instrument and the	or all other sums, we nent; and (c) the perf Note. For this purp	ith interest, adv ormance of Borr ose. Borrower in	anced under paragower's covenants	graph 7 to protect
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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 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.

Imited 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 Lete 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 of to a written waiver by Lender, Sorrower 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 tents 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 Borrower 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 maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or

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.

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 Lonn Bank. Lender shall apply the Funds of pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually enalyzing the escrow account, or verifying the Escrow tems, unless Lender may prequire 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 lax 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 and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower with each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Sacurity Instrument.

If the Funds held by Lender 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 pay to Lender the amount necessary to make up the deficiency. Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall promptly refund to Borrower any Funds held by Lender, If under payagerly 21, Lender shall acquire or sell the Property, thender, price to the acquisition or sale of the Property, shall apply an

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

Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Preperty in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall give prompt notice to the insurance 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 is not accommically feasible and Lender's excitity is not lessened. If the restoration or repair is not accommically feasible and Lender's excitity is not lessened. If the restoration or repair is not accommically feasible and Lender's excitity is not lessened. If the restoration or repair is not accommically feasible and Lender's excitity is not lessened. If the restoration or repair is not accommically feasible and Lender's excitity is not lessened. If the restoration or repair is not accommically feasible and Lender's excitity would be feasing the standard processed in the property or does not answer within 30 days a notice from Lender that the insurance proceeds. In the notice is given.

If the pair 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 acquired by Lender, Borrower's principal residence writin strity days after the execution of this Security instrument and shall continue to occupy the Property and paragraph 21 the Property of the Reposity is a compar

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.

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 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, are an alternate mortgage insurance approved by Lender. If substantially equivalent 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 conv

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BORROWER

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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 immediately before the taking. Any balance shall be 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. 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.

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.

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 Weiver.

12. Borrower Not Released; Forbearance By Lender Not a Weiver.

13. Borrower shall not be required to commence proceedings against any successor in interest. Lender shall not be required to commence proceedings against any successor in Interest cander shall not be required to commence proceedings against any successor in Interest cander shall not be a waiver of or proceedings against any successor in Interest cander shall not be a waiver of or proceedings against any successor in Interest. Any forbearance by Lender in exactising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several LLDillity; Co-signers: The covenants and agreements of this Security Instrument shall 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: (a) is co-signing this 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 or the Note without that Borrower's consent.

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

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 (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 notice or demand on Borrower.

18. Borrower's Right to Reinstete. 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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BORROWER

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Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as it roo accederation had occurred; (b) curies any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not Invited to, reasonable attorneys' fees; and (d) takes such action as accederation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, to Descrivity Instrument and the obligations secured hereby shall remain fully effective as in an exceleration had occurred; the obligations secured hereby shall remain fully effective as in an exceleration had occurred. The following the security Instrument may be accederated by Borrower, and all remain fully effective as in an exceleration had occurred to the security (known as the "Loan Servicer," the Note case of secoleration under paragraph 17 in a change in the entity (known as the "Loan Servicer," the Note case of secoleration under paragraph 18 in the entity (known as the "Loan Servicer," that coffects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note III there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The ordice will state name and address of the new Loan Servicer and the address to which payments and the servicers of the service of the payments of the servicers and the address to which payments and the servicers and the address of the new Loan Servicer and the address to which presence, use, of disposal, stronger to the payments of the property that is in violation of any Environmental Law. The preceding two ways and the payments are all the property in the property

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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BORROWER

BORROWER

01-0146-001111540-9 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)] ____justable Rate Rider

Graduated Payment Rider

Balloon Rider Adjustable Rate Rider Condominium Rider 1-4 Family Rider Planned Unit Development Rider Biweekly Payment 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. STATE OF WASHINGTON County ss: On this 79 day of Nov 1997, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANTHONY R WILEY and JUDY M WILEY to me known the the individual(s) described in and who executed the foregoing instrument, and acknowledged of method the they signed and sealed the said instrument as hig/ber/their free and volument with the control of the uses and purposes therein mentioned.

We also my nandam official seal affixed the day and year in this certificate above written. Notary Public in and for the State of Washington residing at:

Notary Public in and for the State of Washington residing at:

Notary Public in and for the State of Washington residing at:

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Notary Public in and for the S DATED: Mail reconveyance to Washington 1529F (11-96)

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XI

BEGINNING at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington; thence South 1°40'35" West along the East line of said Section 8, a distance of 175.00 feet to the True Point of Beginning; thence North 82°25'20" West a distance of 511.71 feet; thence South 1°40'35" West a distance of 1308 feet, more or less, to the North line of Mt. Pleasant Road; thence Easterly along the North line of said Mt. Pleasant Road to the East line of Section 8; thence North 1°40'35" East, along the East line of said Section 8, a distance of 1067 feet, more or less, to the True Point of Beginning.

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