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FILED FOR RECORD SKAMAR A HO, WASH BY SKAMANIA COLYTTLE

Nov 19 2 31 Fil '97 AUDITOR GARY H. OLSON

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

())) Washington Mutual

Parish, L.

**DEED OF TRUST** 

01-0888-001194721-5

Scor 7/20/

THIS DEED OF TRUST ('Security Instrument') is made on November 10th, 1997
The grantor is RORY W TALBOTT and JENNIFER C TALBOTT, husband and wife ('Borrower'). The trustee is SKAMANIA COUNTY TITLE COMPANY

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

which is organized and existing under the laws of Washington and whose address is 1201 THIRD AVENUE. SEATTLE, WA 98101 ('Lender'). Borrower owes Lender the principal sum of FORTY-TWO THOUSAND & 00/100---Dollars (U.S. \$ 42,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ('Note'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1st. 2017 . 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 frustee, in trust, with power of sale, the following described properly located in SKAMANTA County, Washington: A PORTION OF LOT 3, BLOCK 16, AND OF LOT 2, BLOCK 19, ALL IN
MANZANOLA ORCHARD TRACTS, IN SECTION 15, TOWNSHIP 3 NORTH, RANGE 9 EAST OF
THE WILL AMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS: LOT 3 OF THE WILKINS SHORT PLAT, RECORDED IN BOOK 3, PAGE 153 COUNTY RECORDS. PARCEL NO. 03 09 15 0 0 0902 00 Planed, Dir -Indirect which has the address of XXXX WINGFIELD DR [firred] Street 10.7 MILL A [City] Washington 98605 ("Property Address"); Zip WASHINGTON-Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3048 9/90 (page 1 of 6 pages)

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1529A (03-97)

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now of 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 lawfulfy seised of the estate hereby conveyed and has the tight 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.

OSCIPLATED PROCESSATION AND THE PROPERTY IS unenclumbered, except for encumbrances of record. Borrower warrants and will detail or the property against all claims and demands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT except suffern coverants for national use and non-unform coverants with limited variations by princificion to constitute commerces unform coverants for national use and non-unform coverants with limited variations by princificion to constitute commerces unform coverants for national use and non-unform coverants with limited variations by princificial or constitute of the property instrument as a few on the Property, (b) yearly flood instruments premiums, and the property of the property of the property of the property instruments as a few on the Property, (b) yearly flood instruments premiums, and the property of t

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 of Lender's security is not lessened. If the restoration or repair is not economically feasible of Lender's security would be feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible of Lender's security would be feasible and Lender security is not lessened. 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 settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore 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 from damage to the Property prior to the acquisition and the proceeds resulting instrument immediately prior to the acquisition, shall pass to Lender to the extent of the sums secured by this Security instrument and shall continue to occupy the Property Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's control. Borrower's chall not destroy, damage or impair the Property, allow the Property to determinate on the Property. Borrower shall not destroy, damage or impair the Property, or

borrower acquires see use to the Property, the reasonable and the Borrower fails to perform the covenants and agreements 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, in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action 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.

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 inortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses of ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an afternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance premium being paid by Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower shall pay to 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 insurer 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 feerive, until the requirement for mortgage insurance ends in accordance with any written 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, are hereby Instrument of the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the su

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otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums

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, 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. In Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or of Borrowers Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or of Borrower shall no operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the awaver 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 who co-signs this Security Instrument by the Borrower who co-signs this Security Borrower's Instrument by the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, (b) is not personally obligated to pay the sums sor make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Borrower's interest in the Property under the terms of this Security Instrument or the Note without that Borrower's covenants and concept that secured by

or make any accommodations 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 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 exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by without any prepayment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by Properly Address or any other address Borrower designates by notice to Lender. Any notice to Borrower. Any notice to Borrower. Any notice to Borrower. Any notice to Borrower. Any notice in this Security Instrument shall be given by first provided for in this Security Instrument shall be given by first provided for in this Security Instrument shall be given by first provided for in this Security Instrument shall be given by first provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Properly Address or any other address Borrower designates by notice to Lender shall be given by instructions 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 this paragraph.

1. Governing Law; Severability. This Security Instrument shall be governed by federal law and the lary of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note be given effect without conflicting provision. To this end the 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 18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

1. Transfer of the Property or a Beneficial Interest in Borrower is sold or transferred for it a beneficial Interest in Borrower is sold or transferred for it a beneficial Interest in Borrower is sold or transferred for it as beneficial Interest in Borrower is sold or transferred for its about the security Instrument. However, this option shall not be exercised by Lender if exercise is prohibined by federal law as of its Lender exercises this option, that of the security Instrument in full of all sums secured by the date of this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies perintited by this Security Instrument without further notice or demand on 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 stock other period as Security Instrument, including, but not limited to, reasonable attorneys' feet; and (c) Lakes such action sate date the notice in this reasonably require to sexure that the fiel of

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20. Hezardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or referred ed. any Hazardous Substances on or in the Property. Borrower shall not do, not allow anytone less 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, or the property of the presence of th

Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify]	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	1-4 Family Rider Biweekly Payment Ride Second Home Rider
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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.

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Loan #: 01-0888-001194721-5

STATE OF WASHINGTON

County ss:

On this H day of North Hele 1997. before me the undersigned, a Notary Public Jo and for the State of Washington, duly commissioned and sworp, personally appeared to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged—to me that be fair they signed and sealed the said instrument as his/here/their free and voluntary activated deed, for the uses and purposes therein mentioned.

WITNESS my personal state of foods agel affixed the day and year in this certificate above written.

My Commission expires:

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