129824

BOOK 171 PAGE 108

FILED FOR RECORD SKAPANIA CO WASH BY **SKAMADIA CO III**LE

Nov 19 3 25 PK '97

Pawry

AUDITOR

GARY H. OLSON

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

(()) Washington Mutual

DEED OF TRUST

01-0056-000614454-7

5ca 2/170

THIS DEED OF TRUST ('Security Instrument') is made on November 14th, 1997 The grantor is PATRICIA A CULVER, an unmarried individual ('Borrower'). The trustee is SKAMANIA COUNTY TITLE COMPANY, a Washington Corporation

(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 ONE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED & 00/100--Dollars (U.S. \$ 147,600.00) 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 <u>December 1st.</u> 2012 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 Trustee, in trust, with power of sale, the following described property located in **FRARK** SKAMANIA County, Washington: Lot 11, Block 3, WOODARD MARINA ESTATES, according to the recorded plat thereof, recorded in Book A of Plats, Page 114, in the County of Skamania, State of Washington. Assessor's Tax Parcel No. 02063414330000 \$16-121-64 ip dened. Lit adirect which has the address of 591 SKAMANTA LANDING ROAD [Street] SKAMANIA [City] // Washington 98648 ("Property Address"); [Zip WASHINGTON-Single Family ne/Freddie Mec UNIFORM INSTRUMENT Form 3048 9/90 (page 1 of 6 pages) 1529A (03-97)

BOOK 171 PAGE 109

Loan #: 01-0056-000614454-7

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 coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

and convey the Property and that the Property is unannounhands accept for encumbrances of record.

This SECURITY INSTRUMENT combines unform covenants for national studylet to any encumbrances of record.

This SECURITY INSTRUMENT combines unform covenants for national studylet to any encumbrances of record.

This SECURITY INSTRUMENT combines unform covenants for national studylet to any encumbrances of record.

This SECURITY INSTRUMENT combines unform covenants for national studylets and the study in the property.

UNIFORM COVERNATTS. Borrower and tender covenant and agree as follows:

UNIFORM COVERNATTS. Borrower and tender covenant and agree as follows:

UNIFORM COVERNATTS. Borrower and tender covenant and agree as follows:

UNIFORM covernants and the property of the pro

Washington 1529B (02-97)

Page 2 of 6

BOOK 17/ PAGE 1/0

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 and Lender's 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 offered to settle a claim, then Lender may collect the insurance proceeds a notice from Lender that the insurance carrier has the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the lander and Rossanta absolute and Rossanta and Rossanta absolute and Rossanta ab

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 shall pass to Lender to the extent of the sums secured by this Security.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest. Borrower shall also be in default if Borrower, during this does application process, gave materially faise or inaccurate evidenced by the Note, including, but not limited to, representations concerting Borrower's occupancy of the Property as a Borrower acquires fee title to the Property, the lessehold, Borrower shall comply with all the provisions of the lease. If in writing.

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 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.

Security instrument. Onless borrower and Lender agree to other terms or playment, uness amounts shall be per until the date of disbursement at the Note rate and shall be psyable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage insurance. It 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, from an afternate mortgage insurance accordance when the substantially equivalent mortgage insurance previously in effect, from an afternate mortgage insurance coverage is passed to be in effect. Lender will accept, use and retain these payments as a loss reserve insurance coverage in the amount and for the period that Lender required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender required) to maintain mortgage insurance in 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, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property the proceeds shall be applied to the sums secured by this Security Instrument shal

Page 3 of 6

Washington 1529C (02-97)

BOOK 171 PAGE 111

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, 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 of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Pander 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 shall not be a walver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Llability; 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 or the Note wi

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 making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender 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.

15. Governing Law; Severability. This Security Instrument: shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause 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 to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

conflicts with applicable law, such conflict shall not affect other 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 to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Inferest in Borrower. If all or any part of the Property or any Inferest in it is sold or transferred (or if a beneficial inferest in Borrower. If all or any part of the Property or any Inferest in it 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. 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 without further notice or demand on Borrower.

18. Borrower's Fight to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have 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 Borrower: (a) pays Lender all sums which then would be due under this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums secured by this Security Instrument and the Note as if no acceleration had occurred. (b) cures any default of any other coverants or agreements; (c) pays all expenses incur

Washington 15290 (02-97)

1

Page 4 of 6

BOOK 171 PAGE 1/2

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, alongs, 2 of face of the Property of any Invitorimental Law. The preceding two sentences shall not apply to the presence use, or normal readershall not apply to the presence use, or normal readershall uses and or maintenance of hazardous Substances that are generally recognized to be appropriate to Borrower shall promptly give Lender written notice of any investigation, claim, demand, levant or other action by any governmental or regulatory spency or private party involving the Property and any terror shall be considered to the presence of any historical substance affecting the Property is necessary. Borrower shall be considered to the presence of any historical substance deficing the Property is necessary. Borrower shall be presented to the presence of the pres

Adjustable Rate Rider Graduated Payment Rider Salloon Rider Other(s) [specify]	Planned Unit Development Rider	1-4 Family Rider Biweekly Payment Rider Second Home Rider
Other(s) [specify]		Ogcoup Hottle Widet

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.

Washington 1529E (02-97)

Ξ.

BOOK /7/ PAGE //3

Loan #: 01-0056-000614454-7

TO BE RECORDED

x Patricia Alulver



	Managarita .
STATE OF WASHINGTON	
Skanan la County ss:	
On this 17 day of Noves	he 1907 hadam - 14
Public in and for the State of Washington, duly	commissioned and sworn research the undersigned, a Notary
faticin A	before me the undersigned, a Notary commissioned and sworn, personally appeared
to me known to be the individual(s) desc	ribed in and who executed the foregoing instrument, and
his her/their free and voluntary act	and deed, for the uses and purposes therein mentioned.
WITNESS my hand and official seal affixed	d the day and year in this certificate above written.
	y and a second second second
My Commission expires: 9-17-99	Notary Public In and for the State of Washington residing at:
	Notary Public in and for the State of Washington residing at:
	Stevenson
9)	
. REQU	EST FOR RECONVEYANCE
TO TRUSTEE:	
The undersigned is the holder of the not	e or notes secured by this Deed of Trust. Said note or notes,
logether with all other indebtedness secured to	to this Deed of Trust. Said note or notes, by this Deed of Trust. Said note or notes, by this Deed of Trust, have been paid in full. You are hereby
without warranty all the estate new held to a	beed of Trust, have been paid in full. You are hereby Deed of Trust, which are delivered hereby, and to reconvey,
entitled thereto.	ou under this Deed of Trust to the person or persons legally
	_
DATED:	
	WASHINGTON MUTUAL BANK
	a corporation
	Ву
Mail control of	
Mail reconveyance to	
Washington	
1529F (02-97)	Page 6 of 6

14.