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BOOK 171 PAGE 168

FILEO FOR HECORD SKAMANA CO, WASH BY SKAMAFIA CO, MIC

AFTER RECORDING MAIL TO: **GN MORTGAGE** ATTN: DOCUMENT CONTROL DEPARTMENT P.O.BOX 23929 MILWAUKEE, WI 53223-0929 Loan No.# 2374189

Hov 25 10 oz AH 197

Politor

GARY K. OLSON

CTC-84654-BAS SCRZ1285 (Space Above This Line For Recording Data)
DEED OF TRUST THIS DEED OF TRUST ('Security Instrument') is made on NOVEMBER 19, 1997
The grantor is FREDERICK KENT LOHR AND TONNI M LOHR,
HUSBAND AND WIFE
6700 CORPORATION, A CALIFORNIA CORPORATION
GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION
under the laws of STATE OF WISCONSIN
11731 VENTURA BOULEVARD, SUITE 200 WOODLAND HILLS, CALIFORNIA 91364
Bottower over Lander the principal sum of ("Borrower"). The trustee is "Trustee"). The beneficiary is which is organized and existing , and whose address is 11731 VENTURA BOULEVARD, SUITE 200 WOODLAND HILLS, CALIFORNIA 91364

Borrower owes Lender the principal sum of
One Hundred Fight Thousand and 00/100

Dollars (U.S. \$ 108,000.00

). 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
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 the Trustee, in trust, with power of sale, CLARK

LOT 9 RIVERSIDE ESTATES, ACCORDING TO THE RECORDE PLAT THEREOF, RECORDED IN BOOK B OF PLATS, PAGE 44, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON

> \$ wintere deted, Dir Indirect

which has the address of

131 JENNIFER WAY
[Street]

WASHOUGAL

Washington 98671-

("Property Address");

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.

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

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 or ground reats on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly leasehold payments any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related 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 timate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or the Funds shall be held in an institution whose denosits are insured by a federal and folder and folder and institution whose denosits are insured by a federal and folder an

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 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 made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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.

WASHINGTON-Single Family -Famile Mac/Freddie Mac UNIFORM INSTRUMENT

GFS Form - G000056

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If the Funds held by Lender exceed 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 stany time pay to Lender the amount necessary to make up the deficiency. Borrower in writing, and, in such case Borrower shall monthly payments, at Lender's sole discretion.

is not sufficient to pay the Extrow 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 make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon paymeral in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, and 2 shall be applied; first, to any prepayment changes due under the Note.

4. Charge; Lieus. Borrower shall pay all taset, assessments, charges, fines and impositions attributable to the Property shirt, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charge; Lieus. Borrower shall pay all taset, assessments, charges, fines and impositions attributable to the Property shirth may attain priority over this Security Instrument, and least should payment to ground rents, if any. Buryower shall pay them on time directly to the portion owed payment. Borrower shall promptly furnish to Lender and Innotes of amounts to be paid under this paragraph. If Borrower shall promptly directly Borrower thall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly furnish to Lender and Innotes of the solid state of the Obligation secured by the fien in a manner acceptable to Lender; (b) contests in good fish the line by ordered the spring of notes.

5. Hazard or Property lasurance. Borrower shall keep this firm to the sheet and promptly for the Lender's option operate lower the security tions set forth above with fire, hazard including the lines in a firm and a firm of the borrower and the lender requires insurance. This insurance shall be maintained in the amounts ind for

to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of 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 date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extending circumstances exist which are beyond Borrower's control. Borrower shall not be destroy, damage by impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a Lender's good faith determination, precluder forfeiture of the Borrower's interest in the Property or other material impairment of Lender's security interest. Borrower shall also be in default if Borrower, during the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the language of the Lender's security interest. Borrower shall also be in default if Borrower, during the language of the Lender's security interest. Borrower shall also be in default if Borrower, during the language of the Lender's security interest. Borrower shall also be in default if Borrower, during the language of the lease. If Borrower security interests and also be in default if Borrower, during the language in the provisions of the lease. If Borrower security interests in a leasehold, Borrower not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the c

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 tapes or ceases to be in effect, Borrower shall pay the premiums required to cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurancelly equivalent to the stantially 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 coverage is not available. Borrower shall pay to Lender each month a sum equal to one effect. Lender will accept, use and retain these payments as a loss reserve in the insurance coverage lapsed or ceased to be in may no longer be 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 effect, or to provide a loss reserve, until the requirement for mortgage insurance ends payments and 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, are hereby assigned and shall be paid to Lender.

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, the proceeds shall be applied to the sums secured by this Security Instrument Instrument.

shell 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, 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. In the event of a partial taking of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking 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.

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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 I and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver.

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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising 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 Liability; Co-signers.

The covenants and agreements of this Security Instrument and Borrower, subject to the provisions of 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 only to mortgage, grant and convey that secured by this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Ins

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 reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits 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.

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 other address 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. Any notice to Lender shall be given by first class 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.

This Security Instrument shall be accurated by fortical laws and the law of the installation.

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 conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the 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.

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 Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforceme specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument as a splicable law may entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, and the Net as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall fully effective as if no acceleration had occurred. However, this Security Instrument and the obligations secured hereby shall remain paragraph 17.

19. Sale of Notes Change of Long Services.

rouny effective as at no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument, may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan changes of the Loan Servicer unrelated to a sale of the Note and this Security Instrument. There also may be one or more written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will state the name and address to the new Loan Servicer and the address to which payments should be made. The notice will also contain any other interest in violation of any Environmental Law. The proceding two sentences shall not apply to the presence, use, or storage on the and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any shirt Borrower has citual knowledge. If Borrower learns, or is notified by any governmental or regulatory agency or private party involving the Property is necessary, Borrower shall promptly take all accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all Environmental Law.

Environmental Law and the following substances affecting the Property is necessary, Borrower shall promptly take all Environmental Law.

As used in this paragraph 20, "Hazardous Substances are those substances defined as toxic or hazardous substances by incides and herbicides, volatile solvents, materials containing asbestos or formal or the property is located that relate to NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

11. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by applicable law. If the default is not cured on or before the date specified in the notice, Lender demand and may miroke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee, without demand on Borrower, shall sell the in one or more parcels and in any order Trustee determines. Trustee and under the terms designated

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Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

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 to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

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 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
Oraduated Payment Rider	Planned Unit Development Rider	
Belloon Rider		Biweekly Payment Rider
Other(s) [specify]	Rate improvement Rider	Second Home Rider
BY SIGNING BELOW, Romower accepts and an	rees to the terms and covenants contained :	tia Passada, tura
any rider(s) executed by Borrower and recorded with	it.	his Security Instrument and in
Witnesses:	Trederick Kert	Loke
	FREDERICK KENT LOH	(3641)
	TREBUICK REAT EON	
-	Jannim	John
	TONNI M LOHR	-Borrower
		7
	W	
		(Seal) -Borrower
	.//	Al W
		-
41		(Seal)
		-Borrower
(Stage Re	ow This line For Acknowledgement]	1 1
STATE OF WASHINGTON		
Country of Clark	BETH ANN SA	
County of Carre	NOTARY PU STATE OF WASH	
I hereby certify that I know or have satisfactory evidence		
FREDERICK KENT LOHR AND TONNI M LOHR	JUNE 1, 100	y8 .
signed this instrument and acknowledged it to be the instrument.	e free and voluntary act for the uses and	purposes mentioned in the
Dated: 11-20-97		
	(Sall-	44)
My appointment expires $6 - 1 - 97$	Alto E	KERN
My appointment expires 0-1-11	Notary Public in and for the Stat	e of Washington, residing at
· · · · · · · · · · · · · · · · · · ·	Bauq Glauni	7 -
REQUE	ST FOR RECONVEYANCE	
TO TRUSTEE:		
The undersigned is the holder of the note or notes indebtedness secured by this Deed of Trust, have been Deed of Trust, which are delivered hereby, and to reco Trust to the person or persons legally entitled thereto.	secured by this Deed of Trust. Said note or n paid in full. You are hereby directed to cancel nvey, without warranty, all the estate now he	otes, together with all other said note or notes and this d by you under this Deed of
Date:		
	•	
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