129864

ROOK 171 PAGE 208 SKARATTA GO. WASH BY SKAMANIA CO. TITLE

Nov 26 9 21 AH '97

GARY M. OLSON

AFTER RECORDING MAIL TO: GN MORTGAGE ATTN: DOCUMENT CONTROL DEPARTMENT P.O.BOX 23929 MILWAUKEE, WI 53223-0929 Loan No.# 2374775

SCD 2/297 84851-LR

Above This Line For Recording Data)
DEED OF TRUST

THIS DEED OF TRUST ('Security Instrument') is made on <u>DE</u>
The grantor is <u>RAYMOND MOONEY, AN UNMARRIED PERSON</u> DECEMBER 10, 1997

6700 CORPORATION, A CALIFORNIA CORPORATION
GN MORTGAGE CORPORATION, A WISCONSIN CORPORATION
under the laws of __STATE OF WISCONSIN
21731 VENTURA BOULEVARD, SUITE 200 WOODLAND HILLS, CALIFORNIA 91364

('Borrower'). The trustee is ('Trustee'). The beneficiary is

which is organized and existing , and whose address is

Borrower owes Lender the principal sum of

Eight. Seren Thousand Seren Hundred Fifty and 90/100

Dollan (U.S. \$ 37,759.00

). 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 psyable on

DECEMBER 1, 2027

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, the following described property located in SEAMANA

County, Washington BEGINNING AT THE NORTH WEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 19, THENCE SOUTH 440 FEET; THENCE EAST 1,480 FEET; THENCE NORTH 440 FEET; THENCE WEST 1,480 FEET; THENCE NORTH 440 FEET; THENCE WEST 1,480 FEET TO THE POINT OF BEGINNING.

EXCEPT PUBLIC ROADS. TAX PARCEL NO. 02051900020000

* That portion of the North half of the Northeast Quarter of Section 19, T2N, RSE of the Willamette Meridian, In the County of Skamania, State of Washington described as follows:

<u>द्रे बहुत्यता प्रश्ल</u>क Mexed, Dir

hich has the address of

3162 SKYE RD

Street

Washington 98671-[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances fixtures now or bereafter a part of the property. All replacements and additions shall also be covered by 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 variable 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.

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 Lendér, 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 fien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property instrument as a fien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property instrument premiums; (d) yearly flood insurance premiums, if any; (e) yearly morigage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in fieu of the payment of morigage 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 Semiement Procedures Act of 1974 as 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 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, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

WASHINGTON-Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3048 9790 (page 1 of 4 pages)

BOOK 171 PAGE 209

Œ

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 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 make up the deficiency in no more than twelve

Upon payment 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 Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

by Lender. If under paragraph 21, Lender shell acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shell apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; execued, to amounts payable under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due to der the Note.

4. Charges; Heus. Borrower shall pay all takes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if foot raid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly discharge any lieu which hat priority over this Security Instrument unless Borrower: (a) agrees in writing to the payments of the obligation secured by the lieu in a manner acceptable to Lender; (b) contests in good faith the lieu by or (c) secures from the holder of the lieu in a manner acceptable to Lender; (b) contests in good faith the lieu by or (c) secures from the holder of the lieu in a fracement satisfactory to Lender subordinating the lieu to this Security Instrument, Lender may give Borrower a notice identifying the lieu. Borrower shall satisfy the lieu or take one or more of the acceptable to the security and the payment of the property is subject to a lieu which may attain priority over this Security flooding, for which Lender requires insurance. Borrower shall be improvements now existing or hereafter erected on the Property indocing, for which Lender requires insurance. This insurance shall b

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 striy days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unleas Lender otherwise agrees in writing, which content shall not be unreasonably withheld, or unleas extensing circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or 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 default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in the lien created by this Security Instrument or Lender's security interest in the Property or other material impairment of Lender's security interest in the Property or other material impairment of Lender's security interest. Borrower's hall also be in default if Borrower, during the any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations constanted contents and the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not exert in the provisions of the lease. If Borrower fails to perform the covenants and agreements contained in proceeding in bankuptcy, probate, for condemnation of forfeiture or to enforce laws or regulations), then Lender's Rights in the Property. In Borrower fails to perform the covenants and agreements contained in proceed

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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the stantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurance as a sum equal to one-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 required provided by an insurer approved by 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 of any award or claim for damages, direct or consequential, in connection with any stall be paid to the provided by an insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends of the proceeds of any award or claim for damages, direct or consequential, in connection with any shall be paid to Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any whether or not the taking of the Property, or for conveyance in lieu of condemnation, are hereby assigned and In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Lender and whether the transition as a condemnation of the property.

concemnation 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, 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 marker value of the Property 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 in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured 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.

Form 3048 9/90 (page 2 of 4 pages) Initials

BOOK 171 PAGE 210

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 for 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 payerients referred to in paragraphs I and 2 or change the amount of such payments.

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

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 fiability 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.

The coverages and Assigne Bounds Island and Soveral Linkhlikes Constances.

interest. Any forbearance by Lender in exercising any right or reinedy shall like the water to be provided 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. 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 charges 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.

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. 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.

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.

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.

18. Borrower Right to Reinstate.

19. Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period at 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 and the Note as if no 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 limited to, 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 continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer.

The Note or a partial interest in the New York Security instrument in the New Yor

fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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 Servicer") that collects 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. If 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 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 of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other incommon required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, tawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law or veince affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances gasoline, kerosene, other flammable or toxic petroleum products, toxic pessivities and herbicides, volatile solvents, materials containing asbestos or formaldeh

health, safety or environmental protection.

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

21. 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 innless 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 invoke the power of sale and any other remedies permitted by applicable instrument without further demand and may invoke 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, 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 required by applicable law and after publication of the notice of sale, Irrustee and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee and under the terms designate

Form 3048 9/90 (page 3 of 4 pages)

47.

BOOK 171 PAGE 211

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 expresses 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.

13. 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 shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or pertons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if plicable law.

13. 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	- 73 E
Graduated Payment Rider		1-4 Family Rider
Balloon Rider	Planned Unit Development Rider	Biweekly Payment Ride
Other(s) [specify]	Rate improvement Rider	Second Home Rider
BY SIGNING BELOW, Borrower accepts	and agrees to the terms and covenants contained in this	. 4 7
any rider(s) executed by Borrower and recorder	d with it.	Security Instrument and in
Witnesses:	~ C ~ D	
	Margrend Mro	ney (se
	RAYMOND MOONEY	-Borrow
	MATTO NO MOCALL	, bollow
		(Se
		-Borrow
	7 7	
		(Sea
		-Borrowe
		3 . 1
46 . 16 .		. "
		-Borrowe
		DOI: OWE
[Spi	ce Below This line For Acknowledgement]	
STATE OF WASHINGTON	* := 	
Country of Clark	OIS R. ROBERTS	
County of Care	STATE OF WASHINGTO	N
I hereby certify that I know or have satisfactory e	vidence that COMMISSION EXPIRES	N
RAYMOND MOONEY	DECEMBER 15, 1999	1 .
signed this instrument and acknowledged it to instrument.	be the free and voluntary act for the uses and purp	Ores martine d to d
Dated: 1/-21-97	The party of the p	ossis memories in the
11 01 17	\sim \checkmark	
	Y Z	*
My appointment expires 12-15-9	Notary Public in and for the State of	Washington
	Uniceceus	(2
. :	FOLIEST FOR REGION	
TO TRUSTEE:	EQUEST FOR RECONVEYANCE	
indebtedness secured by this Deed of Trust, have Doed of Trust, which are delivered hereby, and to Trust to the person or persons legally entitled there	otes secured by this Deed of Trust. Said note or notes been paid in full. You are hereby directed to cancel said reconvey, without warranty, all the estate now held by to.	together with all other note or notes and this you under this Deed of
Date;		•
	Form 3048 9/5	10 (22.4.6)
	- v-m 30-0 7/)	(page 4 of 4 pages)