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FILED FOR RECORD SKAP SHIA OO, WASH-BY**SKAMANA CO, TIYLE**

Washington Mutual Loan Servicing PO BOX 91006 - SAS0307 Seattle, WA 98111 Attention: Vault

Dec 23 3 11 TH 197

COWNY

AUDITOR

GARY M. OLSON

Washington Mutual

WASHINGTON USE ONLY

MOBILE HOME DEED OF TRUST

000893101-6

SCR 2/3// THIS DEED OF TRUST is between JEFFREY L SYVERSON A SINGLE PERSON 842 SMITHBECKON ROAD

, whose address is:

CARSON ("Grantor"); SKAMANIA COUNTY TITLE 98610 ("Grantor"); SKAMANIA COUNTY TITLE 8 WASHINGTON
the address of which is
43 RUSSELL STREET, STEVENSON, WA 98648 and its successors
in trust and assigns ("Trustee"); and
Washington Mutual Bank
address of which is 1201 Third Avenue, Seattle, Washington 98101 ("Beneficiary").

1 Granting Clause Grantor bereby grants hargains, sells and conveys to Trustee a WASHINGTON

1. Granting Clause. Grantor hereby grants, bargains, sells and conveys to Trustee and its successors in trust and assignees, in Trust, with power of sale, the real property in SKAMANIA

County, Washington, described below, and all interest in it

SEE ATTACHED LEGAL 14966

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together with: all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property; and the mobile home referred to below and all its other attachments and accessories.

All of the property described in this Section 1 is called the "Property". To the extent any of the Property is personal property, Grantor grants Beneficiary, as secured party, a

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	2. Security. This Deed of Trust Grantor contained herein and in a sec Beneficiary (the "Security Agreement") Seventy Six Thousand Five Hundred (called the "Loan") with interest as proposed to the "Note"), and any renewals, payment of certain fees and costs of Broof money advanced by Beneficiary und	And 60/100 covided in the modifications of the paym and the paym and first of the modifications of the paym and first of the modifications of the paym and first of the modifications of the paym and first of the paym and	perman rior writt cure pent of the nent of the promiss or exter	mobile home ently affixed to en consent of rformance of e se same date f Dollars (\$76,50 sory note which in Section 10,	e, Manufacturer, Serial Number of the real estate the Beneficiary, ach promise of rom Grantor to 0.00) h vidences the It also secures
	Beneficiary's interest in the Property. A If this box is checked, the Note secrete of interest.	of this mone	ey is call	ed the "Debt".	
	3. Representations of Grantor. Grantor is the owner of unencumbered except by easement inconsistent with the intended use of mortgage or deed of trust given in good been previously disclosed in writing to E (b) The Property is not used property is not used property is not used property in good home or any of the other improvements consent; and not to sell or transfer the of the provisions of Section 5. (b) To allow representatives reasonable hour, and to comply with conditions and restrictions affecting the (c) To pay on time all lawful ta (d) To perform on time all terms contract, mortgage or deed of trust on due and owing thereunder in a timely make the priority of any encumbrance which may impair Easserts the priority of any encumbrance this Deed of Trust in any pleading filed to impair the lien of this Deed of Trust for (f) To keep the mobile home and company satisfactory to Beneficiary against the priority of any encumbrance such other risks as Beneficiary may resistent and the lien of this Deed of Trust for (f) To keep the mobile home and company satisfactory to Beneficiary may resistent and lender's loss payable clause. The priority of any encumbrance such other risks as Beneficiary may resistent and lender's loss payable clause.	antor warrant or contract p or	s and re- urchasens, and any or value of discontinuation of the arry to in ordinance or any premains 3(a), and security. The asset this Security in the asset this Security in surance on all and continuation or any premains and continuation or any premains and continuation or any premains and continuation or all and c	presents that: of the Proprestrictions existing real et, the existence al or farming put, alter or demonstrate of the Property est in the Property est in the Property est in the Property est in the Property ditions of any power of the Property est in the Property est in the Property ditions of any power of the Property est is agreed to escribed in Section 4(e); and est on the Property coverage perils an amount eque est coverage to est on policies	erty, which is of record not state contract, of which has irposes. It is prior written orty in violation operty at any is, covenants, or the Property roperty free of that if anyone it in 3(a) over it is a gainst ual to the full or Beneficiary, pursuant to a
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under the Note or, at Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or

5. Sale or Transfer of Property. The Loan is personal to Grantor, and the entire Debt shall become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Grantor. A sale or other transfer of the Property or any interest therein by Grantor without the full repayment of the Debt shall constitute an event of default hereunder.

6. Curing of Defaults. If Grantor fails to comply with any of the covenants in Section 4, including all the terms of any prior real estate contract, mortgage, or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Béneficiary on behalf of Grantor shall be secured by this Dood of Trust. The amount spent shall bear interest at the Default Rate specified in by this Deed of Trust. The amount spent shall bear interest at the Default Rate specified in the Note and be repayable by Grantor on demand.
7. Defaults; Sale.

- (a) Prompt performance under this Deed of Trust is essential. If Grantor doesn't pay any installment of the Loan on time, or if there is a breach of any of the promises contained in this Deed of Trust, the Security Agreement, or any other document securing the Loan Grantor will be independent. the Loan, Grantor will be in default and the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, subject only to the notice requirements of Section 8 below. If Grantor is in default and Beneficiary exercises its right to demand repayment in full, the total amount owed by Grantor on the day repayment in full is demanded, including unpaid interest, shall bear interest at the Default Rate specified in the Note from the day repayment in full is demanded until repaid in full and, if Beneficiary so requests in writing, repayment in full is demanded until repaid in full and, if Beneficiary so requests in writing, Trustee shall sell the Property in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and attorney's fee; (ii) to the obligations secured by this Deed of Trust; and (iii) the surplus, if any, shall be deposited with the Clerk of the Superior Court of the county in which the sale took place to be distributed in accordance with RCW 61.24.080.
- (b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of hora fide such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.
- (c) The power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage or sue on the Note according to law. In connection with any of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the state of Washington. During the pendency of any foreclosure or other realization proceedings, Beneficiary shall also have the right to collect the income, rents, and profits of the Property and apply the amounts so collected toward payment of the Debt in the manner provided in the Note, and shall have the right to secure the appointment of a receiver for the Property, its income, rents and

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(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare a default for failure to so pay.

8. Notice and Opportunity to Cure Defaults. Except in the case of abandonment or other extreme circumstances, Beneficiary shall, at least thirty (30) days prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified in Section 7, send to Grantor, by certified mail, a notice of default specifying the nature of the default and in the case of a payment default, the sum of the payments in default and any applicable late charges. Grantor will have thirty (30) days from the postmarked date of such default notice to cure the default and during such thirty (30) day period, Beneficiary shall not, in the absence of extreme circumstances, declare the entire Debt immediately due and payable in full and/or pursue any of the other remedies for default specified in Section 7.

The above notwithstanding, Grantor shall be entitled to only two (2) such default notices in any twelve (12) month period, and if subsequent defaults occur within that twelve (12) month period, Beneficiary may exercise its remedies for default immediately

and without notice to Grantor.

9. Condemnation; Eminent Domain. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the Debt and all other obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied thereto in the same manner as payments under the Note.

payments under the Note.

10. Fees and Costs. Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee is obliged to prosecute or defend to protect the lien of this Deed of Trust or to otherwise protect its security; and in any other action taken by Beneficiary to collect the Debt. including any disposition of the Property under the by Beneficiary to collect the Debt, including any disposition of the Property under the

by Beneficiary to collect the Debt, including any disposition of the Property under the Uniform Commercial Code.

11. Reconveyance. Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, on written request of Grantor and Beneficiary, or upon satisfaction of the Debt and other obligations secured hereby and written request for reconveyance by Beneficiary or the person entitled thereto.

12. Trustee; Successor Trustee. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary shall appoint in writing a successor Trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor Trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or

original Trustee. Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

13. Miscellaneous. This Deed of Trust shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with the laws of the state of Washington. If any provision of this Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

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EXHIBIT "A"

A tract of land located in the Southwest Quarter of the Northwest Quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point 60 rods and 10 2/3 feet East and 101 rods and 13 1/2 feet North of the Southwest corner of the Northwest Quarter of the Southwest Quarter of the said Section 21; thence East 184.3 feet to the initial point of the tract hereby described; thence North 156 feet; thence East 144 feet to the East line of the Southwest Quarter of the Northwest Quarter of the said Section 21; thence South along said East line 156 feet to the Southeast corner of said subdivision; thence Mest 144 feet to the initial point.