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PLAWRY

AUDITORY

GARY M. OLSON

Washington Mutual Bank LOAN SERVICING - VAULT PO BOX 91006 - SAS0304 SEATTLE, WA 98111

())) Washington Mutual

#### **DEED OF TRUST**

Loan No. 01-0989-000844214-7
CLARK COUNTY TITLE COMPANY 53302

	and the second	
THIS DEED OF TRUST ("Security Instrume	nt") is made on	January 23, 1998 . The
Grantor is BRUCE YEADON and KATHLEEN YE	ADON HUSBAN	D AND WIFE
("Borrower"). The trustee is CLARK COUNTY TI	TLE COMPANY	a Washington corporation
		itee"). The beneficiary is
Washington Mutual Bank	which is	s organized and existing under the laws
of Washington , and whose address is 1201 T	hird Avenue	Seattle, WA 98101
		principal sum of <u>Ninety-Eight</u>
Thousand Nine Hundred Fifty & 00/100		MINECY-EIGHT
Dollars (U.S. \$ 98,950.00 ). This debt is e	videnced by Borro	wei's onte dated the same date as this
Security Instrument ("Note"), which provides for mo	withly navments	with the full debt, if not paid and is the
and payable onFebruary 1, 2028	This Security	Instrument encurse to Lander, for the
repayment of the debt evidenced by the Note, with	interest and all	repowale extension and modifications
of the Note; (b) the payment of all other sums, w	ith interest adva	pood under paragraph is to great at a
security of this Security instrument; and (c) the per	formance of Borro	wirer's sevenante and assessment and
this Security Instrument and the Note. For this purp	NEA BOLLOWAL IST	woodbly grants and agreements under
in trust, with power of sale, the following descri	had property loca	ted in
County, Washington.	bed property loga	skamania
LOT 15 BLOCK 9, PLAT OF RELOCATED NO PLATS, PAGE 16, UNDER AUDITOR'S FILE	DRTH BONNZVII	LLE, RECORDED IN BOOK "B" OF
THREE EAGE 34. UNDER SLAMANIE (1):	NIY PILE NO	94479 PECODDO OF CURIORITA
COUNTY, WASHINGTON. TAX SERIAL NO 2-	7-20-3-4-430	0
		EN: MS(c)
D. 10		24 to 1 ( )
	1.7.1	in the second
PU	[ \sum_{\su} \]	To the second se
and the second s	,	
which has the address of 915 HALO CHAKO		
	(Street)	
NORTH BONNIVILE , Washington		("Property Address");
[City]	{Zip Code}	
WASHINGTON Single Comity County Sandy Sandy		

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fortures 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 of record.

THIS SECURITY MONTHURSTON.

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.

imited variations by jurisdiction to constitute a uniform security instrument covering real property.

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 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 insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, if accordance with the provisions of paragraph 8, in few of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the federal Real Estate Settlement Procedures Act of 1974 as 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 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.

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 fiscion lterms 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. 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 Lardox in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to the paid, Lender shall not be required to pay a sortion of the surface on the Funds. Borrower and Lender may agree inverting, 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 debt to the Funds was made. The Funds are piedged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender are 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 shall make up the Security Instrument.

Upon payments in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If the difficiency in not sufficient to pay the Escrow Lender

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Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph

Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph.

As insurance posities and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the posities and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts to plaid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Soshall give prompt notice to the insurance proceeds shall be applied to restoration or repair is economically feasible and Lender's security in the lender's security with the createston or repair is economically feasible and Lender's security in the lender's security with the restoration or repair is economically feasible and Lender's security would be lessened; the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid in the protection or repair is not economically feasible or Lender's security would be lessened. The sum of 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. Ill under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance polices 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 Instrument mendately 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 as Borrower's principal residence within sirtly days after the execution of this Se

from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

3. 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 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, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insured approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insured each month a sum equal to one-twelfith of the yearly mortgage insurance premium being paid by Borrower when the 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 insured 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 reserve, until the requirement for mortgage insurance ends in 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.

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

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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. Any balance shall be 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, 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.

applicable law otherwise provides, the proceeds shall be applied to the solids secured by the solid secured by the solid secured by the solid secured by the solid secured 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 to the sums secured by the security Instrument, whether or not then only the sums secured by the security Instrument, whether or not then due to 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.

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 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 fishilty 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 Saveral Liebitity: Co-alginers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns to 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 corgging 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 of 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 tollected or to be collected in connection with the loan exceed the permitted limits, then: (a) any suc

provided in this paragraph.

15. Governing Law; Saverability. 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.

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 soid 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 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 Reinstant. If Borrower meets certain conditions, 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 such other period as 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 Washington

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Borrower: (a) pays Lender att 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 agressments; (c) pays at expenses incurred in Lender of this Security Instrument, including, but not United to, reasonable attorney; (c) pays at expenses incurred in Lender of this Security Instrument, Including, but not United to, reasonable attorney; (c) pays at expenses incurred in Lender of this Security Instrument, Including and the Security Instrument and Instrument. However, this Security Instrument and the Security Instrument. The Security Instrument Instrument Instrument. There is a security Instrument in Security Instrument and Instrument. There is a security Instrument in Security Instrument. There is a security Instrument in Security Instrument and Instrument. The Instrument Instrument

excess to the person or persons legally entitled to it or to the clerk of the superior 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 and Lender shall charge 23. Substitute Trustee. In accordance with applicable law. Such person or persons shall pay any recordation costs. 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

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01-0989-000844214-7 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 Graduated Payment Rider Pfanned Unit Development Rider Biweekly Payment Rider Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify] 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. Druce BRUCE YEADON yethlee. KATHLEEN YEADON STATE OF WASHINGTON County ss: GION On this 26 day of Public in and for the State of Jan 48 before me the undersigned, a Notary Washington, duly commissioned and sworn, personally appeared BRUCE YEADON and KATHLEEN YEADON to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the said instrument as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

My Commission expires:

3-19-98

Wall S. Down Machineton residing at:

Wall Collier REQUEST FOR RECONVEYANCE TO TRUSTEE: The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, directed to cancel said note or notes and this Deed of Trust, have been paid in full. You are hereby without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. DATED: a corporation. Ву Mail reconveyance to Washington 1529F (11-96) Page 6 of 6 TO BE RECORDED