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PLOWING

AUDITOR O

GARY H. OLSON

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

Washington Mutual

DEED OF TRUST

Loan No. 01-0149-001000219-4 SKAMAMINA COUNTY TITLE 21378

("Property Address");

e/Freddie Mac UNIFORM INSTRUMENT Form 3048 9/90 (page 1 of 6 pages)
TO BE RECORDED

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THE OPEN OF THE PARTY			B . 70	
THIS DEED OF TRUST (*Se	ecurity Instrument") is made	on January	22, 1998	. The
Grantor is RICK D HILDEBRAND	and JAYNE K HILDEBR	AND, HUSBAND	AND WIFE	
			7, 7 (1)	
("Borrower"). The trustee is SKAM	AMINA COUNTY TITLE,	a Washington	corporatio	<u> </u>
		Trustee). Th		
Washington Mutual Bank	. wb	ich is organized an	Levistina unde	
of Washington , and whose address	ess is 1201 Third Aven	ue Seattle. W	3 98101	- UK IATYS
("Lend	ier"). Borrower owes Lender	the principal sum of	f One Han	
Twelve Thousand & 00/100	300	and printerpal start t	' _ One nun	area
				
Dollars (U.S. \$112,000.00).	This debt is evidenced by	Rozrowaća nota da		
Security Instrument ("Note"), which	provides for monthly naven	oonowers note da	ted the same o	late as thus
and pavable on February 1	provides for monthly paymen	nts, with the full de	bt, it not paid	earlier, due -
and payable on February 1	, 2013 . Inis Secu	inty instrument se	cures to Lend	er: (a) the
repayment of the debt evidenced by	the Note, with interest, and	d all renewals, exte	ensions and mo	difications
of the Note; (b) the payment of all	other sums, with interest,	advanced under pa	ragraph 7 to p	protect the
security of this Security Instrument;	and (c) the performance of a	Borrower's covenan	its and anreem	ente undor
ries security instrument and the Note	e. For this purpose, Borrowa	r irrevocably grants	and conveys	to Trustez
in trust, with power of sale, the fo	olicwing described property	located in	Skamania	
County, Washington.			ovaliditid	
SEE ATTACHED EXHIBIT 'A'	PORTION OF SECRION	C 5001310315		
EAST. W.M. TAX ACCT NO. 01	1-05-06-0-0-500-00	6, TOWNSHIP	1 NORTH,	RANGE 5
	3.	1	15: 11:14	<u>~</u> .
FULL LEGAL IS ON PAGE 7		XX	13 3 A C 14	V
	(PK)	$\langle \langle \langle A, X \rangle \rangle$./
B. W.				£ -
-	1911	1.0	111150	
-	_		8275	
	-		100	
which has the address of 3192 BE	LLE CENTER ROAD			
	[Street]			
WASHOUGAL	, Washington 98761	(*Property A	(ddress"):	
(Cir.)				

WASHINGTON - Single Family - Fam

1529A (11-96)

01-0149-001000219-4

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.

of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with fimited 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 lien 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; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, if accordance with the provisions of paragraph 8, in lieu 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 maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under 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 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 finchuding 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 the Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrows 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 and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Bed so the funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender at the green and the pays and the

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TO BE RECORDED



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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.

All insurance poccess and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall give prompty give to Lender all receipts of paid premiums and renewal notices. In the event of 1855, Borrower shall give prompty give to Lender all receipts of paid premiums and renewal notices. In the event of 1855, Borrower shall give prompty of the renewal notices. In the event of 1855, Borrower shall give prompty of the property damaged, if the restoration or repair is economically feasible and Lender's security would be lessened, the insurance proceeds shall be applied to restoration or repair is contournounced feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not their house, with any excess paid to Borrower. If Borrower abandors the Property, or does not answer within 30 days a notice from Lender that the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not Lender that the insurance proceeds 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 postopone 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 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 Instrument and shall continue to occupy 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

from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower from the date of 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 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 insure approved by Lender. If substantially 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 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 fieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage fin the amount and for the period that Lender requires) provided by an insurer 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 part of the Property, or for conveyance in

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TO BE RECORDED

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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 sums secured by this becauty also different features.

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.

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 or Borrower shall not operate to release the liability of the original Borrower or Borrower's successors 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 pechde the exercise of any right or remedy.

12: Successors and Assigns Bound; Joint and Several Liberity; 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-signis, 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 without that Borrower's interest in the Property under the terms of this Security Instrument or the Note without that Borrower's interest in the Property under 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 by permitted librits, then: (a) any such loan charg

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 infimediate 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 let 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 malled 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 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

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TO BE RECORDED

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Borrower: (a) pays tender all sums which then would be due under this Security Instrument and the Note as it in acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expensars incurred in enforcing this Security Instrument, soluding, but not limited to, reasonable attorneys' feet; and (d) takes such action a subcomment of the security Instrument in the property and Borrower's obligation to pay from an assess with the bins of the Security Instrument, tender's rights in the Property and Borrower's obligation to pay from an assessment of the security Instrument and the obligation to pay in the case of a remain fully effective as if no acceleration had occurred. However, this first pict remaints that provide the security Instrument and the obligation to pay in the case of a remain fully effective as if no acceleration had occurred. However, this right to reinstate that plot apply in the case of Borrower's Asle may result in a change in the entity in the security instrument. There also may be no Servicer'! that coffects monthly payments due under the Note and this Security Instrument. There also may be no Servicer'! that coffects monthly payments the under the Note and this Security Instrument. There also may be no Servicer's payment and the Lonn Servicer's Borrower with all collects monthly payments the property services and applicable law. The notice will also contain any other information required by agilicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storace, or release to a payment should be made. The notice will also contain any other information required by agilicable law.

21. Hazardous Substances. Borrower shall not do, nor allow anyone else to do, anything affection, and the property in the contraint of the property and anyone destination of the property and the property and the property in the property and the property in the property and the property in the property and the property and the property and t

- 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 Borrower a release fee in an amount allowed by applicable law. Such person or persons shall pay any recordation costs.

 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

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TO BE RECORDED

(6)

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Adjustable Rate Rider	Condominium Rider	1 A Family Dides
Graduated Payment Rider	Planned Unit Development Rider	1-4 Family Rider
Balloon Rider	Rate Improvement Rider	
Other(s) [specify]	nate improvement racer	Second Home Rider
BY SIGNING BELOW, BO	prower accepts and agrees to the terms	and covenants contained in this
Security instrument and in any ri	der(s) executed by Borrower and recorded v	vith it.
	·	- 7 : 10 4
- 18/51/12/16/16/16/16		4 7
RICK D HILDEBRANDI	<u> </u>	- Th. III
CK D HILDEBRAND	1.111_{\circ}	_ %
Mumotet	that was	
	"ILICOLLINE"	
JAYNE KIHILDEBRAND		
		INA SEA
		QR USSONE A
		(CHILL)
	- A B A B I	NOTARY.
· 		PUBLIC />
	The state of the s	TAR COUNTRY TO SO
STATE OF WASHINGTON	7 7	TO CONTROL
SILUMUIU County	ss:	WASH
	7 7 7	
On this The day	of January before	e me the undersigned, a Notan
Public in and for the State	of Washington, doly commissioned a	of sworp personally appears
RICK D HILDEBRAND and J	AYNE K HILDERPAND	on strong personally appeared
to me known to be the indiv	ridual(s) described in and who executed	the foregoing instrument and
	for the cree and purposes there's	suument as <u>nis/her/cheir</u>
free and voluntary act and deed.	ICH THE 17565 AND DURNOSES Thorses mentions	
free and voluntary act and deed, WITNESS my hand and of	for the uses and purposes therein mentione ficial seal affixed the day and year in this co	
free and voluntary act and deed.	ficial seal affixed the day and year in this of	d. ertificate above written. (LCIN CIN)
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free and voluntary act and deed, WITNESS my hand and of My Commission expires:	ficial seal affixed the day and year in this of	d. ertificate above written. (LCIN CIN)
free and voluntary act and deed, WITNESS my hand and of My Commission expires:	REQUEST FOR RECONVEYANCE	d. ertificate above written. CCINCIN State of Washington residing at:
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EXHIBIT "A"

A tract of land located in the Southwest quarter of Section 6, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point on the Northerly line of Cape Horn Road 671 feet due East of the West line of the said Section 6; thence North 370 feet; thence East 300 feet; thence South 19° 25′ 15″ West 165.41 feet to the initial point of the tract hereby described; thence North 19° 25′ 15″ East 165.41 feet; thence East 340 feet; thence South 380 feet, more or less, to intersection with the Northerly line of said Cape Horn Road; thence in a Westerly direction following the Northerly line of said road to a point South of the initial point; thence North to the initial point.

EXCEPT that portion conveyed to Skamania County by instrument recorded April 8, 1974, in Book 66, Page 505, Skamania County Deed Records.

