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BOOK 175 PAGE 706

FILED IN RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

APR 16 1 29 PM '98

Olson
AUCTIONEER

GARY H. OLSON

AFTER RECORDING MAIL TO:

Name Wesley & Marilyn Maxwell
Address 502 Shipherd Falls Road
City/State Carson, WA 98610
Scot 2/602

Statutory Warranty Deed

THE GRANTOR DANIEL E. ROSS & BONNIE J. ROSS

for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS

in hand paid, conveys and warrants to WESLEY RAY MAXWELL & MARILYN JUDITH MAXWELL, husband and wife

the following described real estate, situated in the County of

Skamania

, State of Washington:

A tract of land in the Southwest Quarter of the Southwest 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:

Lot 3 of the ROSS SHORT PLAT, recorded in Book 3 of Short Plats, Page 184, Skamania County Records.

REAL ESTATE EXCISE TAX

19447

APR 16 1998

PAID 468.00WA SUCR, COMD
SKAMANIA COUNTY TREASURER

Gary H. Martin, Skamania County Assessor

Date 4-16-98 Parcel # 35-21-3-2100Account Number(s): 03-08-21-3-0-2100-00
Dated April 9, 1998*Daniel E. Ross*
Daniel E. Ross*Bonnie J. Ross*
Bonnie J. Ross

LPB-10 (11/96)

 First American Title
Insurance Company

(this space for title company use only)

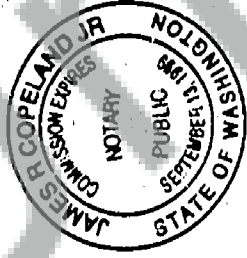
STATE OF WASHINGTON, }
County of Skamania } ss

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Daniel E Ross and Bonnie J. Ross

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of April, 1998



for 11 April 98
Notary Public in and for the State of Washington,
residing at Stevenson
My appointment expires 9-11-99

STATE OF WASHINGTON, }
County of _____ } ss

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

and _____ to me known to be the President and _____ Secretary, respectively, of _____

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

WA-46A (11/96)

This jurat is page _____ of _____ and is attached to _____ dated _____

COMPLETE LEGAL DESCRIPTION IS ON PAGE 10 OF DOCUMENT.

which has the address of 402 TURK RD [Street]
 Washington 98671 [Zip Code] WASHOUGAL
 ("Property Address") (City)

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 seized 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:

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, in 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. §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.

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

addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.625 % or less than 9.625 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than

ONE AND 000/1000 percentage point(s)
(1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 15.625 %.

Or less than 9.625%

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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