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BOOK 178 PAGE 584

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SKAPA TO WASH
BY TRANK COUNTY TITLE

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

Add and, the

()))) Washington Mutual

DEED OF TRUST

Loan No. 01-0146-001331859-7
CLARK COUNTY TITLE COMPANY 56174BE

CCT-SU174BE		. #		Th
THIS DEED OF TRUST (*	Security Instrument*) is	made on	Tuno 15 1000	
Grantor is WILLIAM R BROOKS	II and RHONDA L	BROOKS HIED	June 15, 1998	. The
		21.001.01 11038	WAD WILE	
				
			_	
("Borrower"). The trustee is CLF	RK COUNTY TITLE	COMPANY, a Wa	shington som	
		("Trustee").	The ben	
Washington Mutual Bank		which is accept		eticiary is
of Washington , and whose add	iress is 1201 Third	Avenue Seattl	e. WA 98101	
("Ler	nder"). Borrower owes (Lender the principa	sum of Pice.	
Thousand & 00/100		-	TILLY	/-S1X
5.11				
Dollars (U.S. \$ 56,000.00 Security Instrument ("Note") which). This debt is evidence	ed by Borrower's n	ote dated the san	on data as Abi
The second of th	Prytices locationing a	ayments, with the	full debt if not m	aid codies due
repayment of the debt evidenced to of the Note; (b) the payment of a				
of the Note; (b) the payment of a security of this Security Instrument	I other sums, with inte	erest, advanced un	vier paragraph 7	Inodifications
security of this Security Instrument this Security Instrument and the No	; and (c) the performance	ce of Borrower's o	ovenents and	to protect the
			grants and agre	ements under
	following described pro	perty located in		
County, Washington.		porty located in	Clar	S
LOT 4 OF SPRING LANE EST	· PATES DECORDED	737 000		
LOT 4 OF SPRING LANE ES' VOLUME B, PAGE 58, SAID QUARTER OF THE NORTHWEST	SPRING LANE ESTA	IN SKAMANIA (COUNTY UNDER	AUDITOR'S
QUARTER OF THE NORTHWEST EAST OF THE WILLAMETTE M	QUARTER OF SECT	TION 34. TOWN	AIED IN THE	NORTHEAST
EAST OF THE WILLAMETTE M SPRING SHORT PLAT 3) TO	ERIDIAN, SKAMANI	A COUNTY, WAS	HINGTON (A R	RANGE 6
PASEMENT AS SHOWN ON A	OGETHER WITH A THE FACE OF THE	60 FOOT PRIV	ATE ROAD AND	D UTILITY
02-06-34-00-0111-00		3 KECORDED P	LAT. TAX P	ARCEL NO.
1993 GOLDENWEST BD12356 2	7 × 66			
	, , , , ,	46.		
which has the address of 81 SPRI	NO LINE			
The case case of ST SPRI		~		
SKAMANIA	[Str			
[City]	, Washington 9868		erty Address*);	
•		Code)		1.1:
NASHINGTON - Single Family - Fannie A 529A (11-96)	lae/Freddie Mac UNIFORM	WSTRUMENT FACE	3049 0/00 *	
529A (11-96)			TO BE	RECORDED
			*	

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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 hareby 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, 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 runds 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. It is, 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.

Internal, in sess enouer law unait appress to the funds sets a restart intortic and it. Chief the sets 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 Boriower for holding and applying the Funds, annually analyzing the scrow account, or verifying the Escrow Items, unless Lender pays Borrower of 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 otherwise. Unless an agreement is made or applicable law requires scrower and Lender shall not be required to pay a picture of the paid. Lender shall not be required to pay be paid on the Funds. Lender shall give to Borrower and Lender may agree in writing, however, that interest shall and debits to the Funds and the propose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instruments of applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. Lender shall account to Borrower shall pay to Lender the payments of Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amounts permitted to be held by applicable law. Lender shall account to Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower in writing, and, in such case Borrower shall pay to Lender the second here were shall account to be properly to the property. Lender, Ji under pranagraph 2), Lender shall acquire or sell the Property. Lender, prior to the acquisition or sale of the Property shall pay to the property to the person of Payments. Lender's sole discretion.

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Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

All insurance policies and renewals shall be accorability to the policies and renewals. If Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender and somethy by Borrower shall give prompt notice to the insurance port of loss if not made a compity by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance prompts by Borrower. In the restoration or or pagir is non-department of the restoration or repair is economically feasible and lender's security is not lessened. If the restoration or repair is economically feasible and lender is security in not lessened. If the restoration or or pagir is not economically feasible and lender is security in not lessened. If the restoration or the restoration or repair is conomically feasible and lender is security in not lessened. If the restoration or the property or design in the restoration or not then due, with any excess paid to carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds of proceeds are proceeds on the proceed of the pagir or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day or possible of the restoration of the pagir or restore the Property or to pay sums secured by this Security Instrument or pagir in writing, any application of proceeds to principal shall not extend or pagir the pagir or restore the restoration of the property in the pagir in writing, any application of proceeds to principal shall not extend or pagir the pagir of the pagir in writing, and the pagir in the pagir in the pagir in the property is acquired by Lender, Borrower's principal residence or pagir in the pagir in the pagir in the pagir in the pag

this Security Instrument. Unless borrower and Lender agree to other terms of payment, these amounts shall be ar interest 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 premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost mortgage insurance obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost mortgage insurance approved by Lendar. If substantially equivalent mortgage insurance coverage is not available, 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 insurance approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to accordance with any written agreement between Borrower and Lender or applicable law.

3. 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 assigned and shall be paid to Lender.

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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 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 security 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 navments.

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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; Forbearence 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 12 any successor in interest of Borrower 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 remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; 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-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 sollected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charges sollected by the amount necessary to reduce the charge to the permitted limits, then: (a) any

notice provided for in this Security Instrument shall be deemed to nave peen given to some 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.

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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this 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 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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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 Borrower's obligation to pay the sums secured by this Security Instrument Lender sights in the Proporty and by Borrower, this Security Instrument and the colfigations secured hereby shall remain fully effective as if no acceleration thad occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

Sele of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security change of the Loan Servicer. The Note or a partial interest in the Note and this Security change of the Loan Servicer. Borrower will be given syntien 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 20. Hazardous Substances on or in the Property. Borrower shall not acuse or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything presence, use, or storage on the Property of small quantities of Hazardous Substances shall not apply to the appropriate to normal residential uses and to maintenance of the Property. The property was shall prompty give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental case and maintenance of the Property and any Hazardous Substances shall not apply to the appropriate to normal residential uses and to maintenance of the Property and any Hazardous Substance or regulatory, when the property give Lender writt

materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (c) that failure to cure the default from the date the notice is given to Borrower, by which the default must be cured; and (d) by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. 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 when the notice by applicable law. If the default is not cured on or before the date specified in the notice when the notice by applicable law. If the default is not cured on or before the date specified in the notice 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 be entitled to it lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of 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. Trustee, without demand on Borrower, shall sell the priope

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surfender 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. 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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01-0146-001331859-7 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 Planned 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. WILLIAM R BROOKS II X KLOVAO RHONDA L BROOKS L. Bycoks. STATE OF WASHINGTON County ss: On this 169 day of June 1998, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM R BROOKS II and RHONDA L BROOKS to me known to be in providualish described in and who executed the foregoing instrument, and acknowledged on the state of they signed and sealed the said instrument as his/hery heir was and purposes therein mentioned.

We recommission expires:

My Commission expires:

Notary Public in and to be stated in and who executed the foregoing instrument, and his/hery heir was a light of the said instrument as his/hery his/hery his/hery h PUBLIC Notary Public is and for the State of Washington residing at:

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No DATED: Mail reconveyance to Washington 1529F (11-96) Page 6 of 6 TO BE RECORDED

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