FILED FOR RECORD SKAMANIA CO, TITLE

Jun 23 1 09 FH 198

CARRY M. OLSON

WHEN RECORDED MAIL TO: BOFS Central Servicing Dept. E 8604 Allisonville Road Indianapolis, IN 46250-

| STR 2/803 DEED OF TRUST   | 4          |
|---|------------|
| THIS DEED OF TRUST is made on   | STA        |
| ("Borrower"), SKAMANIA COUNTY TITLE COMPANY ("Trustee"), whose address P.O. BOX 277, 43 RUSSELL ST., STEVENSON, WA. 98648 , and the Benefici Bane One Financial Services, Inc. ("Lender"), a corporation organized and existing unthe laws of the State of INDIANA whose address is 5200 Southcenter Blvd. Ste 220 Seattle WA. 98188  | агу<br>дег |
| BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocal grants and conveys to Trustee, in trust, with power of sale, the following described property located in County of SKAMANIA, State of Washington:   | bly<br>the |
| See attached for legal description  |            |
| ALL THAT PORTION OF COMPANYING LOW A CHARGE OF THE STATE |            |

ALL THAT PORTION OF GOVERNMENT LOT 4 OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 6 EAST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, LYING NORTHERLY OF THE RIGHT-OF-WAY ACQUIRED BY THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY 14, FORMERLY PRIMARY STATE HIGHWAY 8 AS THE SAME IS ESTABLISHED AND TRAVELED OCTOBER 1, 1977.

EXCEPT THAT PROTION THEREOF LYING WESTERLY FO THE COUNTY ROAD KNOWN AND DESIGNATED AS THE BUTLER LOOP ROAD.

Parcel No. 02-06-35-0-0-0500-00

≇≰uad, Ü which has the address of 192 WAIMEA FALLS RD go.ract KAMANIA 98648 Washington ..... ("Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the 'Property's;

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated 06/16/1998 and extensions and renewals thereof ('Note'), in the principal sum of U.S. \$ 68,377.23, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sociaer paid, due and payable on ... 07/01/20/3.... the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Punds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (hèrein "Funds") equal to one-twelfith of the yearly taxes and assessments (including condominium

WASHINGTON - SECOND MORTGAGE FNMA/FHLMC MODIFIED FORM 3848, 1/80 BOFS FORM # WA3848 11/97 SIS Rev. 2/98

(page 1 of 4 pages)

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CANYY

AUDITOR

GARY M. OLSON

WHEN RECORDED MAIL TO: BOFS Central Servicing Dept. E 8604 Allisonville Road Indianapolis, IN 46250-

| STR 2/803  | DEED OF TRUST   | A // 2  |
|--|---|---|
| THIS DEED OF TRUST IS mad VICKI LYNN SAMPLECK F                | le on 06/16/1998<br>ORMERLY KNOWN AS YICKI LYN  | among the Grantor<br>N BABB AS HER SEPARATE ESTAT                         |
| Banc One Financial Serv  | COUNTY TITLE COMPANY STEVENSON, WA. 98648 ices, Inc. ("Lender"), a corp A. whose address is 5200 \$8188 | and the Beneficiary   |
| BORROWER, in consideration grants and conveys to Trustee, in t | of the indebtedness herein recited and trust, with power of sale, the followin , State of Washington:   | the trust herein created, irrevocably g described property located in the |
| See attached for legal description                             |   | l.  |
| ALL THAT PORTION OF GOV<br>RANGE 6 EAST, OF THE WI             | VERNMENT LOT 4 OF SECTION 3   | TOWNSHIP 2 NORTH,   |

STATE OF WASHINGTON, LYING NORTHERLY OF THE RIGHT-OF-WAY ACQUIRED BY THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY 14, FORMERLY PRIMARY STATE HIGHWAY 8 AS THE SAME IS ESTABLISHED AND TRAVELED OCTOBER 1, 1977. EXCEPT THAT PROTION THEREOF LYING WESTERLY FO THE COUNTY ROAD KNOWN AND DESIGNATED AS THE BUTLER LOOP ROAD.

Parcel No. 02-06-35-0-0-0500-00

ndexed, () which has the address of .... 192 WAIMEA FALLS RD do ract [Street] ..... ("Property Address"); Washington . 98648

TOGETHER with all the improvements now or hereafter efected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated 06/16/1998 and extensions and renewals thereof ("Note"), in the principal sum of U.S. 5. 68,377.23, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ... 07/01/20/13...; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of year

WASHINGTON - SECOND MORTGAGE FNMA/FHLMC MODIFIED FORM 3848, 1/80 BOFS FORM # WA3848 11/97 SIS Rev. 2/98

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If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings 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 debit to the Funds who wing credits and edbits on the Funds and the purpose for which each debit to the Funds who wing credits and additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable required to pay said taxes, assessments, insurance premiums and ground rents, shall exceed the amount promition of the Funds held by Lender, together with the future monthly installments of Funds payable states and the purpose of the sum and the sum

of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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 Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such Lender permiums required to maintain such insurance in effect until such

payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make of cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. 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 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and successoror refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Lender shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the

Loan No.: 00003973042

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Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's

make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not timit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust as the time of execute not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptabl

Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay, when due provided in paragraph 12 hereof specifying! (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may at a date not less than 120 days in the future. The notice shall further inform Borrower of (i) the right to any other defense of Borrower to acceleration and foreclosure, and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses attorneys' fees.

If Lender invokes the power of sale, Lender shall give written notice to Trust of the covernment.

remembers permitted by applicable law. Lender snail de entitied to conect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

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 take such action regarding notice of sale and shall give such notices to, Borrower and to other, persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower; shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale. The Property conveyed is not used principally for agricultural or farming purposes.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facile following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust (i) the excess, if any, to the person or persons legally entitled thereto, or to the Clerk of the Superior Court of the County in which the sale took place.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Tr

19. Assignment of Rents; Appointment of Receiver; Lender In Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Loan No.: 00003973042

(page 4 of 4 pages)

Upon acceleration under paragraph 17 bereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustees shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. 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 the Trustee herein and by applicable law.

22. Use of Property. The Property is not used principally for agricultural or farming purposes.

23. Funds for Taxes and Insurance. Paragraph 2 of this Deed of Trust is hereby waived by the Lender, provided that Borrower pays all installments of real estate taxes and property hazard insurance premiums have been paid, within 10 days of receiving a request from Lender for such documentation. Lender reserves the right to rescind this waiver and require Borrower to pay monthly escrows for real estate taxes and hazard insurance premiums; (b) Borrower fails to provide proof that the

# REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

| which has priority over this Deed of Trust to give Notice<br>this Deed of Trust, of any default under the superior end   | ortgage, deed of trust or other encumbrance with a lien<br>e to Lender, at Lender's address set forth on page one of<br>cumbrance and of any sale or other foreclosure action.                                     |
|--|--|
| IN WITNESS WHEREOF, Borrower has executed to   |  |
| Borrower(s):   |  |
| · m  | 11/21  |
| Printed Name: MARK   | Aduly  |
| Address: 192 WAIME   | A FALLS RD SKAMANIA, WA 98648  |
| Vieles   | lenen Sammerh  |
| Printed Name: VICKI  | ROGEN WHO ACCOUIRED TITLE AS VICKI LYNN SAMPLECK   |
| Address: 192 WAIME   | A FAILS RD SKAMANIA, WA 98648  |
| 41   |  |
| Printed Name:  |  |
| Address:   |  |
|  |  |
| Printed Name:  |  |
| Address:   |  |
| INDIVIDUAL ACK   | NOWI EDCMENT   |
| COUNTY OF ZZZZ A Z   | NOW LEDG WEAT  |
|  |  |
| On this  | before me, the undersigned, a  |
| VICKI LYNN SAMPLECK FÖRMERLY KNOWN A   | S VICKI LYNN BABB AS HER SEPARATE ESTAT  |
| to me that he/she/they signed and sealed, the said instrum   | executed the foregoing instrument, and acknowledged  |
|  |  |
| hand and official seal affixed the day   | and year in this certificate above written.  |
| MV Chromostian Anteroc. al. /  | $\sigma_{n,j} \mathcal{S}_{n,j} \left( \int_{-\infty}^{\infty} dx dx \right)$  |
| Notar  | y prolic in and for the State of Washington residing at:   |
| 3 the  | reourier, Wa 98661   |
| 570  | 9 NEALTH ST.   |
| TO PRUSTIEE. REQUEST FOR RE  |  |
| The undersigned is the holder of the note or note together with all other indebtedness secured by this Dedirected to cancel said note or notes and this Deed of without warranty, all the estate now held by you under entitled thereto. | es secured by this Deed of Trust. Said note or notes, and of Trust, have been paid in full. You are hereby Trust, which are delivered hereby, and to reconvey, this Deed of Trust to the person or persons legally |
| Date:  |  |
|  |  |