132284 Washington Mutual Bank LOAN SERVICING - VAULT PO BOX 91006 - SASO304 SEATTLE, WA 98111 Washington Mutual

ROOK 179 PAGE 429

FILED STATEGORD SKAHARIA CO. WASH BY TLANK COUNTY-TITLE

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Portor

AUDITOR

GARY H. OLSON

adexed, by

DEED OF TRUST

Loan No. 01-0708-001313085-1 CLARK COUNTY TITLE 56682

THIS DEED OF TRUST (**	Security Instrume	nt"Nis made o	n July 1	16, 1998 . The
Grantor is DEREK M CONNOLLY	and TAMARA	K CONNOLLY	HUSBAND AN	D WIFE
("Borrower"). The trustee is CLA	DV COUNTRY TO	(1)2 T) - 11-	1 1	
("Borrower"). The trustee is <u>CLA</u>	KK COUNTY 11	ILE, a was		
Washington Mutual Bank				e beneficiary is dexisting under the laws
of Washington , and whose add	ress is 1201 Th	aird Avenue	Seattle. WA	PEXISTING UNDER THE 18WS
				Qne Hundred
Forty-Two Thousand Five F	lundred & 00/	100		- Que nunureu
Dollars (U.S. \$ 142,500.00). This debt is ev	idenced by Bo	rrower's note dat	ed the same date as this
Security Instrument ("Note"), which	provides for mor	thly payment:	s, with the full del	bt, if not paid earlier, due
and payable on <u>August 1</u>	2028	. This Securi	ty Instrument sec	cures to Lender: (a) the
repayment of the debt evidenced b	y the Note, with	interest, and a	all renewals, exte	nsions and modifications
of the Note; (b) the payment of a	l other sums, wi	th interest, ad	lvanced under par	ragraph 7 to protect the
security of this Security Instrument	; and (c) the perfo	ormance of Bo	rrower's covenan	ts and agreements under
this Security Instrument and the No	te. For this purpo	se, Borrower i	rrevocably grants	and conveys to Trustee
in trust, with power of sale, the	ollowing describe	ed property to	cated in	Clark
County, Washington.		-		
LOT 2 OF SHORT PLAT, RECO	RDED IN BOOK ON. TAX ACCT	2 OF SHOP	T PLATS, PAG -19-0-01305-	SE 326, RECORDS OF
1998 FLEETWOOD LAKE POINT				h 70
LIST I LEGIT OUT BALKE FOINT	E ORSLM48252	42LPI3 28	x 60	
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- v	40		Th. 1	, T
49			The	<i>y</i>
		- 40		
which has the address of 22 HARI	ER RD			
		[Street]		•
WASHOUGAL	, Washington	98671	("Property A	ddress*);
[City]		{Zip Code}		
WASHINGTON - Single Family - Fannie I 1529A (11-96)	Ann/Fracidio Mar-111	HEADIN MATERIA		
1529A (11-96)	NEW TOUR MICE UN	III ORWINSTHU	MENI Form 3048	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 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 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 fate 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 or 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 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.

The Funds shall be held in an institution when the second 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 escrew 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 interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower interest on the Funds and applicable law permits Lender at a state 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 give to Borrower and Lender may agree in writing, 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 debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender 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 in writing, and in such case Borrower shall pay to Lender the amounts necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Prop

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien.

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Washington

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

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

All insurance policies 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 promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall and applied to the Property damaged, if the restoration or repair is enconomically feasible and Lender's executive in not lessened. If the restoration or repair is not economically feasible and Lender's executive in the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, we excess paid to Borrower, if Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance proceeds. Lender may use the proceeds repair or restore 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 chiese and proceeds resulting from damage to the Property is acquired by Lender, Borrower's right to any insurance policies and secured by this Security Instrument and shall continue to occupy the Property is acquired by Lender, Borrower's principal residence within skirty days after the association of this Security instrument and shall continue to occupy the Property shall not be not deated in the property of the Property in the Acquired of the Property is a contraction of the Security Instrument and shall continue t

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 mortgage insurance approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate 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 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 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 of condemnation, are hereby 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 sum's 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 in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property inmediately 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 inmediately before the taking 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.

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.

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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 frability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in therest 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 of 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 Several Liability; Co-signera. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Linder 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; (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 su

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 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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Borrower: (e) pays Lender all aums 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 is enforcing this Security Instrument, including, but not limited to, reasonable extremely and disperses incurred to an order the security Instrument and the pays and disperses incurred to the covenant or agreements; (c) pays all expenses incurred and Borrower's obligation to pay the tums secured by this Security Instrument and Continue unchanged. Upon reinstatement had become; this Security Instrument and the obligations acceleration that occurred in Security Instrument and the obligations acceleration that occurred in the Note Register than the Continue that the continuent of the con

excess to the person or persons legally entitled to it or to the clerk of the separation of the person or persons legally entitled to it or to the clerk of the separation of

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01-0708-001313085-1 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
Planned Unit Development Rider 1-4 Family Rider Graduated Payment 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. DEREK M CONNOLLY Jamara h Connolly STATE OF WASHINGTON County ss: Washington, duly commissioned and sworth assessment On this 20 day of Public in and for the State of DEREK M CONNOLLY and TAMARA K CONNOLLY to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that he/she/Ehey 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: 6-9-99 Vancouver 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, together with all other indebtedness secured by 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, Mail reconveyance to Washington 1529F (11-96) TO BE RECORDED