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FILED FOR DECORD SKAMANIA COLVANSH BY SLANK COUNTY TITLE

AUG 3 9 58 AH '98

OXIVITOR

AUDITOR

GARY H. OLSON

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

Washington Mutual

**DEED OF TRUST** 

Loan No. 01-0146-001365531-1 CLARK COUNTY TITLE 56330

| THIS DEED OF TRUST ("S   | Security Instrument") is made o | 0 July 20 1000 Tr  |
|--|---------------------------------|--|
| Grantor is TRAVIS V DAVIS at   | nd LADONNA M DAVIS, HU          | SBAND AND WIFE   |
|  |                                 | SELECT MAIL WILL   |
|  | 4                               |  |
|  |                                 |  |
| ("Borrower"). The trustee is CLAI  | RK COUNTY TITLE A WAR           | hington cornoust   |
|  | L'IT                            |  |
| Washington Mutual Bank   | · which                         | is organized and avieties to   |
| of Washington , and whose add  | ess is 1201 Third Avenue        | n is organized and existing under the laws   |
| {{^*Lence}}  | der"t. Borrower ower Landor ti  | ne principal sum of One Hundred  |
| Thirty-Four Thousand Eigh  | t Hundred maintenance           | te principar sum of One Hundred  |
|  | c Rundred Intrey & 00/          | 100  |
| Dollars (U.S. \$ 134,830,00  | This dobt is saids and 1 D      |  |
| Security Instrument ("Note") which   | provides for smooth             | rrower's note dated the same date as this  |
| and payable on September   | provides for monthly payments   | with the full debt, if not paid earlier, due   |
| repayment of the debt suideneed by   | 1, 2028 . This Securit          | ty instrument secures to Lender: (a) the   |
| Saltimant of the gent eximaticed Di  | / IDE NOIS. With interest and a | all conquests and the second   |
|  | Ullief Slims With interact ad   | remark to the second of the se |
| the Country manifestion  | diki ici ine nertormanco of Po- | ***************************************  |
| The state of the s | e. FULUIS DUIDOSE HAMANA        | rrouggable measure and a second  |
| in trust, with power of sale, the for County, Washington.  | ollowing described property los | cated inSkamania   |
|  |                                 |  |
| LOT 27, SKAMANIA HIGHLAND  | S, ACCORDING TO THE P           | LAT THEREOF, RECORDED IN BOOK  |
| NO. 02-05-19-2-0-0127-00   | ECORDS OF SKAMANIA CO           | LAT THEREOF, RECORDED IN BOOK<br>UNTY, WASHINGTON. TAX ACCOUNT   |
|  |                                 |  |
|  |                                 | Englisher and  |
|  |                                 | edeted (&  |
| 10   | 0                               | Mines  |
| 572  | 1.Y                             | THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.   |
| 572 V  | · ///                           | Filmed   |
| which has the address of 1/5/2/ ABE  | RDEEN DRIVE                     | No saf   |
| _  | [Street]                        |  |
| WASHOUGAL  | , Washington 98671              | (10)   |
| [City]   | [Zip Code]                      | ("Property Address");  |
|  |                                 | 7  |
| WASHINGTON - Single Family - Fannie M  | ac/Freddie Mac UNIFORM INSTRU   | MENT Form 3048 9/90 (page 1 of 6 pages)  |
| 1529A (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." Crant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower of record.

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.

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 yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower these items are called "Escrow Items." Lender may, at any time, collect and hold Funds 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 sequal hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of law.

The Eurode shall he held in an institution whose dennsits are insured by a federal Agency instrumentality, or

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) of in any Federal Home Losh Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for hoding and applying the Funds, annually analyzing the 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 interest on the Funds and applicable law provides independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides Borrower any interest or dernings on the Funds. Borrower and Lender may agree in writing, however, that interest shall and debits to the Funds. Borrower any interest or dernings on the Funds. Borrower and Lender may agree in writing, however, that interest shall and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds, showing credits additional security for all sums secured by this Security Instrument.

Borrower for the excess Funds in accordance with the requirements of applicable law. Lender shall account to Borrower shall pay to 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 in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Upon payment in full of all sums secured by this Security Instrument, Lender shall acquire or sall the Property, Lender, prior to the against the sums secured by this Security Instrument, and Lender shall acquire or sall the property, Lender, prior to the against the sums secured by the Security Instrument, and Leadershold pay

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 mankit 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 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.

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 Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Washington

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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 7.

Lender may, 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 mortages 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 gromptly give to Lender insurance carrier and Lender, Lender may make proof of 1685 if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair its economically feasible and Lender's security is not lessened. If the restoration or repair its economically feasible and Lender's security is not lessened. If the restoration or repair its economically feasible and Lender's security is not lessened. If the restoration or repair is conomically feasible and Lender's security is not lessened. If the restoration or repair is conomically feasible and Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer writin 30 days a notice from Lender that the insurance proceeds. Lender may use the proceeds to repair or restore the Property of 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 thall not extend or postspone the due date of the monthly payments referred to in paragraphs 1 and 2 or chall not extend or postspone the due date of the monthly payments referred to in paragraphs 1 and 2 or chall not extend proceeds resoluting from damage to the Property is acquired by Lender, Borrower's right to any insurance proceeds and proceeds resoluting from

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 mortgage insurance previously in effect, from an alternate mortgage insurer 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 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 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 entires 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 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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TO BE RECORDED

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security 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 by the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the value of the Property 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 taking of the Property immediately before the taking. Any balance shell be paid to Borrower. In the event of a partial of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless or not the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless 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 is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property 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

or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest 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 light or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-aigners. The covenants and agreements of provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower, subject to the co-signs this Security Instrument but does not execute the Note; [a] is cosigning, this Security Instrument only to personelly obligated to pay the sums secured by this Security Instrument; [b] is not Borrower may agree to extend, modify, forbear or make any accommodations, with regard to the terms of this Security Instrument; [b] is not Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument; [b] is not Borrower and that Borrower's onsent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum connection with the loan exceed the permitted limits, then: [a] any such loan charges collected or to be collected in necessary to reduce the charge to the permitted limits, then: [a] any such loan charges collected by the amount permitted limits and (b) any sums already collected from Borrower which exceeded under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reducing the principal owed a partial prepayment without any prepayment charge under the Note.

by mailing it by first class mail unless applica

provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by Tederal 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 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 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 If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a 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 as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in Machineton.

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TO BE RECORDED

Borrower: (e) pays Lender all sums which then word be due under this Security Instrument and the Note as if no acceleration had occurred; (b) curss any default of any other covenants or agreements; c) pays all expenses incurred in enforcing this Security Instrument, including, but not Imited to, reasonable attornays: feet; and (d) takes as present to the security instrument and the Note (special college) and the security Instrument and the Note (special college) and the Security Instrument and the Security Instrument and college of the Security Instrument and the Objections secured hereby shall be reminded. Upon reinstatement by Gorrower, this Security Instrument and the obligations secured hereby shall be reminded. Upon reinstatement and coccurs, the Security Instrument and the Objections secured hereby shall be reminded to the Note (together with this Security Instrument). The solid present in the Note (together with this Security Instrument) and the solid one of more times without prior notice relief interest in the Note (together with this security thrown as the "Loan Servicer") that collects monthly payments due under the Notes of Security Instrument. Three slot may be one or more changes of the Loan Servicer unrelated to a sale of the Note. In Security Instrument. Three slot may be one or more changes of the Loan Servicer unrelated to a sale of the Note. In Security Instrument. Three slots may be one or more changes of the Loan Servicer and the observed of the Security Instrument and the Note (together with the College) of the Security Instrument and the Security In

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

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| Adjustable Rate Rider Graduated Payment Rider  | Condominium Rider  | 1-4 Family Rider  |
|--|--|---|
| Balloon Rider  | Planned Unit Development Rider   | Biweekly Payment Rider  |
| _  | Rate Improvement Rider   | Second Home Rider   |
| Other(s) [specify]   |  |   |
| BY SIGNING BELOW, Bo<br>Security Instrument and in any rid   | rrower accepts and agrees to the terms<br>er(s) executed by Borrower and recorded<br>  | and covenants contained in this with it.  |
| x Ivenin V.  | Dring  | 7. 6 🖋  |
| X Tremin V.  TRAVIS V DAVIS  X LADONNA M DAVIS   | Cirix  | -/ C  |
| اد<br>مان میرون می افغان استان ا   | - A*. (  |   |
|  |  |   |
| STATE OF WASHINGTON  |  |   |
| County s   |  |   |
| On this day of Public in and for the State   | July 1998 before Washington, duly commissioned a   | e me the undersigned, a Notary<br>nd sworn, personally appeared   |
| On this day of Public in and for the State   | of Washington, duly commissioned a   | nd sworn, personally appeared   |
| On this day of Public in and for the State   | of Washington, duly commissioned a   | nd sworn, personally appeared   |
| On this day of Public in and for the State   | July 1998 before Washington, duly commissioned a   | nd sworn, personally appeared   |
| On this day of Public in and for the State TRAVIS V DAVIS and LADON to me known to the first provided to me known to the first part of the first provided to with the first part of the first pa | before the signed and sealed the said in the uses and purposes therein mentione that seal affixed the day and year in this control of the uses and purposes therein mentione that seal affixed the day and year in this control of the uses and purposes therein mentione that seal affixed the day and year in this control of the uses and purposes therein mentione that the uses and purposes therein mentione that the use of | the foregoing instrument and strument as his/her/sheir d.   |
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