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BOOK 180 PAGE 963

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AUDITOR

GARY H. OLSON

WASHINGTON MUTUAL Loan Servicing P.O. Box 91006, SAS0304 Seattle, WA 98111



1529A (03-97)

DEED OF TRUST

01-0988-001378958-1

5cp 7/995 THIS DEED OF TRUST ("Security Instrument") is made on August 25th, 1998 The grantor is DARREN L CUMMINGS and BRONWYN A CUMMINGS, husband and wife ('Borrower'). The trustee is SKAMANIA COUNTY TITLE COMPANY, a Washington Corporation
('Trustee'). The beneficiary is WASHINGTON MUTUAL BANK, a
Washington Corporation , which is organized and existing under the laws of Washington , and whose address is 1201 THIRD AVENUE, SEATTLE, WA 98101

('Lender'). Borrower owes Lender the principal sum of ONE HUNDRED SEVENTEEN THOUSAND & 00/100---Dollars (U.S. \$117,000,00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ('Note'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1st., 2028 with the full debt, if not paid earlier, due and payable on <u>September 1st</u>, 2028. This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, and extensions are recommendated to the renewals. advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in <u>SKAMANTA</u> _ County, Washington: 02-07-30-1-1-1700-00 LOT 17, BLOCK 1, PLAT OF RELOCATED NORTH BONNEVILLE, RECORDED IN BOOK B OF PLATS, PAGE 8, AUDITOR'S FILE NO. 83466, RECORDS OF SKAMANIA COUNTY, STATE OF WASHINGTON. ALSO, RECORDED IN BOOK B OF PLATS, PAGE 24, AUDITOR'S FILE NO. 84429, RECORDS OF SKAMANIA COUNTY, STATE OF WASHINGTON. which has the address of 117 PAHATU STREET [Street] NORTH BONNEVILLE [City] ____ Washington 98639 ("Property Address"); [Zip WASHINGTON-Single Family - Fannie Mae/Freddie Mee UNIFORM INSTRUMENT Form 3048 9/90 (page 1 of 6 pages)

Loan #: 01-0988-001378958-1

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."

BORPOWER COVENANTS that Borrower is lawfully selsed 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 coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

and converses Proceedy was that the Nopperty is upmenumbered, except for encumbrances of record. Borrower warrants and will dident generally the title to the Processor of the Control of the SECURTY INSTRUMENT combines upment and demands, subject to any encumbrances of record. THIS SECURTY INSTRUMENT combines upment and demands, subject to any encumbrances of record. THIS SECURTY INSTRUMENT combines upment and demands, subject to any encumbrance of the combines of the Control of the

Washington 1529B (02-97)

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Carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of restoration or repair is economically feasible and Lender's security is not lessened. If the applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If offered to settle a ctairn, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the notice is given.

Unless Lender and Borrower otherwise area.

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 change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within abty days shar the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's principal residence for at unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's principal residence for at unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's principal residence in the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit weste on the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit weste on the Property. Borrower shall not destroy, damage or impair the Property or otherwise materially Impair the Ben created by this Security Instrument or Lender's security interest. Borrower may cure such a default and refinetate, as provided in paragraph 18, by causing the action or interest in the Property or other material impairment of the Ben created by this Security Instrument or Lender's security infor

in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from payment.

Security instrument. Onless borrower and Lender agree to other terms or payment, used amounts are all 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 cost to Borrower of the mortgage insurance previously in effect, at a cost insurer approved by Lender. If substantially equivalent mortgage insurance previously in effect, at a cost insurer approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve 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 agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make resonable 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 or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby in the event of a total taking of the Property the proceeds of any award or claim for damages, direct or consequential, in connection with assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the su

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cherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums.

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, 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 or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments and difficultion of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest. Any Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Ender shall not observe the payment or original Borrower or Borrower's successors in interest. Any forboarance by Lender in exercising any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument by reason of any demand made by the bear walver 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 but does not execute the Note: (a) is co-signing this Security Instrument only to mortizage, grant and convey the Borrower's interest in the Propecty under the terms of this Security Instrument only to mortizage, grant and convey the secure by this Security Instrument or the Note without that Borrower's 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

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 charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits, when: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any sums already collected from Borrower which exceeded permitted limits making a direct payment to Borrower. It a refund reduces principal, the reduction will be treeted as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender shall be given by first provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can to be given effect without conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without conflicting provision. To this end in 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.

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 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. However, 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 malled within which Borrower must be all sums secured by this Security Instrument without further notice or demand on Bornower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this pery Lender all sums which then would be due under this Security Instrument. Those conditions are that Borrower: (a) security instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may to pay the sums secured by this Security Instrument and the obligations secure therety shall remain turb property and Borrower's obligation secured hereby shall remain they depend and any other coverants or agreements; (e) pays all expenses incurred in enforcing this Security Instrument and the obligations secure the remain fully effective as if no acceleration had occurred. However, this right to reinstate shall

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Property that is in violation of any Errolistorage on the Property of small quan normal residential uses and to maintena. Borrower shall promptly give Lengovernmental or regulatory agency or plant of which Borrower has actual known that any removal or other remediation promptly take all necessary remedial act. As used in this paragraph 20, "Has by Environmental Law and the following pesticides and herbicides, volatile solve used in this paragraph 20, "Environment that relate to health, safety or environment NON-UNIFORM COVENANTS. Bo 21. Acceleration; Remedies. Libreach of any covenant or agreement unless applicable law provides otherw default; (e) a deta, not issee than 30 decured; and (d) that faitures to search the course secured by this Security instead any other matters required a before the date specified in the notice, by this Security instrument without it permitted by applicable law. Lender provided in this paragraph 21, including the Lender invokes the power of set detault and of Lender's election to regarding notice of sale and shall give After the time required by applicable Borrower, shall sell the Property at provided in the notice of sale and shall give After the time required by applicable Borrower, shall sell the Property at processed or implied. The rectals in timade therein. Trustee shall apply the including, but not limited to, reserved the county in which the sale took place.	onmental Law. The preceding two sententities of Hazardous Substances that are conce of the Property. der written notice of any investigation, clairly see party involving the Property and ar feedge. If Borrower learne, or is notified by of any Hazardous Substance affecting tions in accordance with Environmental Lazardous Substances: gasoline, kerceene, other flashis, materials containing aebestos or fort all Law means federal laws and laws of the rital protection. In this Security Instrument (but not price). The notice shall specify: (a) the despends on or before the date specified in thrument and sale of the Property at put urther inform Borrower of the right to not existence of a default or any other detection be included in the notice by applicable, Lender shall give not may invoke the pushed of the property of the control of the right to not existence of a default or any other detections of a default or any other detections of a default or any other detections of the indices the property of the solid interest the property to be sold. Trustee such notices to Borrower and to other leaves and after publicable law by publicable law and after publicable law property and according to the highest hidder at the office may purchase the Property and according to the highest hidder at the office may purchase the Property and according to the highest hidder at the office may purchase the Property and according to the sale in the folicenting to the property of the proper	defined as toxic or hazardous substances immable of toxic patroleum products, toxic maldehyde, and radioactive materials. As a juriediction where the Property is located gree as follows: or to acceleration following Borrower's for to acceleration defined paragraph 17 fault; (b) the action required to cure the Borrower, by which the default must be the notice may result in acceleration of ollowing between the notice may result in acceleration of ollowing action at a date not less than 120 climates after acceleration, the right to fonce of Borrower to acceleration and le law. If the default is not cured on or late payment in full of all sums secured over of sele and any other remedies as incurred in pursuing the remedies as incurred in the second of sele, Trustee, without demand on a time and place and under the terms as determines. Trustee may postpone in any sele. Trustee, without demand on a time and place is any sele.
instrument to Trustee. Trustee shall record in an amount allowed by applicable law. 3 23. Substitute Trustee. In accord to any Trustee appointed hereunder who succeed to all the title, power and duties of 24. Use of Property. The Propert 25. Fidders to this Security instrument the contract of the security instrument.	ent of all sums secured by this Security In- er this Security Instrument and all notes e- er this Security Instrument and all notes e- er this Security Instrument and all notes e- er the Security Instrument and I les such person or persons shall pay any reco- lance with applicable law, Lender may from has ceased to act. Without conveyance of ordered upon Trustee herein and by appli y is not used principally for agricultural or it trument. If one or more riders are execu- ts and agreements of each such rider sha- perments of this Security Instrument as if the	rider shall charge Borrower a release fee relation costs. I time to time appoint a successor trustee the Property, the successor trustee shall cable law. arming purposes.
Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify]	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	Second Home Rider
	accepts and agrees to the terms and of by Borrower and recorded with it.	covenants contained in this Security
Vashington 529∈ (02-97)	Page 5 of 6	

•	Loan #: 01-0988-001378958-
X Janua L. (1) DARREN L. CIMMINS	mings & Bronwin a. Cumming
2 COLUMN	BROWN A CUMPINGS
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· ,	NOTARY PUBLIC PUBLIC
STATE OF WASHINGTON	SS:
On this 27 day of Public in and for the State of Washi	ington, duly commissioned and sworn, personally appeared 13
	money and pronuin A. Cunado.
to me known to be the individ	husife) changing to
his/her/their free and v	e/she/files in and who executed the foregoing instrument, and executed the said instrument as woluntary and dead, for the uses and purposes therein mentioned.
WITNESS my hand and official	al seal affixed the day and year in this certificate above written.
	A A A A A A A A A A A A A A A A A A A
My Commission expires: 9 - 1	7.99 So Record of
- (Notan Fublic in and for the State of Washington residing at:
	REQUEST FOR RECONVEYANCE
TO TRUSTEE:	
QIFECTED TO CANCEL epid note or made	er of the note or notes secured by this Deed of Trust. Said note or notes, is secured by this Deed of Trust, have been paid in full. You are hereby the held by you under this Deed of Trust the ted hereby, and to reconvey,
entitled thereto.	es and this Deed of Trust, which are delivered hereby, and to reconvey, wheld by you under this Deed of Trust to the person or persons legally
DATED:	WASHINGTON MURIAL BANK
	a corporation
Mallinan	Ву
Mail reconveyance to	
Washington	
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