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FILED FOR REGORD SKAMANIA 90. WASH BY BRAHANIA CO. 1171

SEP 3 | | 11 11 11 '98 SMOSEK AUDITOR GARY M. OLSON

HEADLANDS MORTGAGE COMPANY 1100 LARKSPUR LANDING CIRCLE #101 LARKSPUR, CA 94939

507 219/1 LOAN#: 624241

### **DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument") is made on or is RICHARD M. RENTON, A MARRIED MAN

AUGUST 25

19 98

("Borrower").

The trustee is SKAMANIA COUNTY TITLE COMPANY

("Trustee"). HEADLANDS MORTGAGE COMPANY, A CALIFORNIA CORPORATION

which is organized and existing under the laws of 1160 N. DUTTON AVE, \$250, SANTA ROSA, CA 95401 ("Lender").

Borrower owes Lender the principal sum of TWO HUNDRED FORTY THOUSAND AND NO/100

Dollars (U.S.\$ 240,000.00 ). 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 1, 2013 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, 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 SKAMANIA County, Washington:

NW1/4 OF SEC 20, T 2 N, R 5 E ADDITIONAL LEGAL DESCRIPTION ATTACHED TO PAGE 7 OF THIS DOCUMENT. APN: 02-05-20-0-0-0502-00

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which has the address of 181 MATHEWS ROAD

WASHOUGAL Kayj

Washington

("Property Address");

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 seized 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 with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

WASHINGTON -- Single Family -- Fannie Mae/Freddie Mee UNIFORM INSTRUMENT MPCD6003 -- OOAP-01 PAGE 1 OF 6

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WASHINGTON --Single Family--Fennie Mee/Freddie Mae UNIFORM INSTRUMENT PRCD5603 -- GOALF-01

paragraph. If shorower makes these payments directly, Blomower shall promptly lumish to Lender receipts evidencing the payments.

Borrower shall promptly discharge may lien which has priority over this Security Instrument unless Borrower. (a) sprees in a minimal society of the lien; or (c) secures from the bolder of the lien; an agreement satisfactory to Lender; (b) contests in good faith the enforcement of the lien; or (c) secures from the bolder of the lien; an agreement satisfactory to Lender subordinating the lien. The security Instrument. If Lender determines that sample determines that any part of the priority over the security Instrument. If Lender determines that say the lien is the security Instrument. If Lender determines that shower shall seep the improvements now existing or hereafter received to the colors of the sections determined that the lien. The security Instrument lender in the lien. The security Instrument lender may the lien of the giving of notice.

So Hazard or Property Instrument lender with the lien instrumence shall be instrument to the second of the determined in the second of second of seco

Hornover, without crawler, an annual accounting out the trustice, and which seed the bit to the fruids war made. The fruids are pleiged as additional security for all turns secured by Lender staced the amounts permitted to be held by applicable law, Lender shall account to Borrower shall pay to Lender the tender in pay the Escrow Items when due, Lender may so notify Borrower shall make up the deferency. Borrower shall make up the deferency Borrower and Items when the states are considered to be discreted in the states and include the deferency Borrower shall make up the deferency and in such case. If under paragraph 21, Lender shall promptly refund to Borrower any secured by this Security Instrument.

Upon payment in full of all rums secured by this Security Instrument.

Upon payment in full of all rums secured by the Security Instrument. Benower shall promptly refund to Borrower any secured by this Security Instrument.

1 and 2 shall be applied furt, to any prepayment charges due under the Note.

2, Application of Payments. Unders applicable law provides otherwise, all psyments received by Lender under paragraph 2; and 2 shall be applied furt, to any prepayment charges due under the Note.

3, Applications of Payments. Unders applicable law provides otherwise, all psyments paragraphs 2; and 2 shall be supplied furt, to any prepayment charges due under the Note.

3, Applications of Payments. Unders applicable due, and its charges, fine and impositions auriputable to the Property which may attain priority over this Security Instrument provided in paragraph 2, or if not paid in that manner, Borrower shall psy place on the payments.

Borrower shall promptly due these payments due the priority over this Security Instrument under place the payments.

Borrower shall promptly due the proving the priority over this Security Instrument under payments in good lash the payments

1. Payment of Principal and Interest; Prepayment and agree as follows:

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2. Funda for faxes and acceleration on the Object to applicable law of the average by the Note and any prepayment and late charges due under the Note:

2. Funda for faxes and discussion on the Object to applicable law of the average by the Note and any payment and late the Role of the Note of

BOOK 181 BAGE 18

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, Alamtenance and Protection of the Property; Borrower's Loan Application; Leasesholds.

8. 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 sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower interest. Borrower shall also be in default if Borrower, during the losn application process, gave materially false or maccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the losn evidenced by the Note, inche', 3g, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger 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 si

Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be at 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 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, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance coverage insurance previously in effect, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance previously in effect, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance remains being paid by Borrower shall pay the premiums ensured to require a sea to sea reserve in lieu of mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes a valiable 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 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 co

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11. Borrows Hot Released; Forbearance By Lender Not a Walver, Extensions 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 the control of the

WASHINGTON -- Single Family -- Fannie Mae/Freddle Mac UNIFORM INSTRUMENT MFCD6003 -- OOAP-01 PAGE 4 OF 6

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pesucioes and herbicides, volatile solvent in this paragraph 20, "Environmental Law relate to health, safety or environmental properties of the properties of the period o	rrower and Lender further covenant and agree or shall give notice to Borrower prior to agreement in this Security instrument ble law provides otherwise). The notic lefault; (c) a date, not less than 30 day default must be cured; and (d) that fall lee may result in acceleration of the su	or toxic petroleum products, toxic yde, and radioective materials. As used tion where the Property is located that as follows:  as follows:  acceleration following Bordout not prior to acceleration e shall specify: (a) the default;  a from the date the notice ture to cure the default on or ms secured by this Security.
acceleration and sale, and any other if the default is not cured on or before	at public suction at a date not leas the ower of the right to reinstate after accom-existence of a default or any other of f matters required to be included in the tre the date epecified in the notice, Ler f all sums secured by this Security ins of sele and any other remedies permitt ses incurred in pursuing the remedies sonable attorneys' fees and costs of the e. Lender shall give written notice to To ction to cause the Property to be sold.	efense of Borrower to notice by applicable law.
at the time and place and under the any order Trustee determines. Trustee by applicable law by public annound designee may purchase the Property Trustee shall deliver to the purchase vernance.	terms designated in the property at publicerms designated in the notice of sein tee may postpone sale of the Property benent at the time and place fixed in the year Trustee's deed conveying the Property at	c auction to the highest bidder in one or more parcels and in for a period or periods permitted e notice of sale. Lender or its
order: (a) to all expenses of the sale fees; (b) to all sums secured by this legally entitled to it or to the clerk of 22. Reconveyance. Upon payment of a to reconvey the Property and shall surrender instrument to Trustee. Trustee shall reconvergible entitled to it. Such person or person 23. Substitute trustees in secured.	I. Trustee shall apply the proceeds of , Including, but not limited to, reasona Security Instrument; and (c) any excit the superior court of the county in whall sums secured by this Security Instrument, It rethis Security Instrument and all notes evidency the Property without warranty and without a shall pay any recordation costs.	the sale in the following ble Trustee's and attorneys' at to the person or persons left the sale took place. ender shall request Trustee ping debt secured by this Security charge to the person or persons
24. Use of Property The Property is not 25. Riders to this Security Instrumer Security Instrument the covernment of the	s snat pay any recordation costs.  with applicable law. Lender may from time to a ceased to act. Without conveyance of the Proferred upon Trustee herein and by applicable used principally for agricultural or farming parts. If one or more riders are executed by Born tements of each such rider shall be incorporated for this Security Instrument as if the rider(s) were	openty, the successor trustee shall law.  uposes.  ower and recorded together with this
Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify]	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	1-4 Family Rider Biweekly Payment Rider Second Home Rider

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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.

Witnesses:

HEADLANDS MORTGAGE COMPANY 1100 LARKSPUR LANDING CIRCLE #101 LARKSPUR, CA 94939

LOAN#: 624241

- [Space Above This Line For Recording Data]

### **Balloon Rider**

THIS BALLOON RIDER is made this 25 day of AUGUST , 19 98, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to

Note (the "Note") to

HEADLANES MORTGAGE COMPANY, A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

181 MATHEWS ROAD, WASHOUGAL, WA 98671 [Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

BALLOON RIDER - MULTISTATE :- (9237; 04/96) MFCD9237 -- (01/97) -- OOAP-01

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Alefaro M Gut

8/27/98

BALLOON RIDER - MULTISTATE - (9237; 04/96) MFCD9237 -- (01/97) -- OOAP-31

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I am executing this Deed of Trust solely for the purpose of encumbering my homestead rights in said premises as established under RCW 6.13.020 and my execution herein shall not alter the separate character of the property, which shall remain the separate property of my spouse.

#### STATE OF WASHINGTON

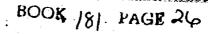
COUNTY OF CLARK	
On this day personally appeared before me Roxana y. Lenton	_
to me known to be the individual described in and who executed the within and foregoing instrument are acknowledged to me that signed the same as free and voluntary act and decorporate the purposes therein mentioned.	nd d
Given under my hand and official scal this 7th day of August, 1998	
Signature of Notary Public Knutson	lin.
Notary Public in and for the State Case of the state of t	

Residing at Vance My Commission Expires:



THE ABOVE SPACE RESERVED FOR NOTARY SEAL

Acknowledgement - Ordinary



A tract of land located in the North Half of the Southwest Quarter of the Northwest Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

BEGINNING at the Southwest Corner of the North Half of the Southwest Quarter of the Northwest Quarter; thence East along the South Line of said North Half, a distance of 330 feet to the true point of beginning of this description; thence continuing East along said South Line, a distance of 264 feet; thence North parallel with the West Line of said Southwest Quarter of the Northwest Quarter, a distance of 660 feet to a point on the North Line of the Southwest Quarter of the Northwest Quarter; thence West along said North Line, a distance of 264 feet; thence parallel with the West Line of said Southwest Quarter of the Northwest Quarter, a distance of 660 feet to the TRUE POINT OF BEGINNING.

ALSO KNOWN AS Lot 1 of Robert M. and Bertha P. Morson Short Plat, recorded April 25, 1979, under Auditor's File No. 88401, in Book 2 of Short Plats, Page 99, Skamania County Records, State of Washington.