ROOK 181 PAGE 29 132744 FILED FUR RECORD SKAMANIA OF MASH BY Transnation SEP 3 1 08 PH 198 O Lowry AUDITOR Y HEADLANDS MORTGAGE COMPANY GARY M. OLSON 1100 LARKSPUR LANDING CIRCLE #101 LARKSPUR, CA 94939 e Above This Line For Recording Date LOAN#: 624384 DEED OF TRUST THIS DEED OF TRUST ("Security Instrument") is made on or is RICHARD M. RENTON, A MARRIED MAN The trustee is CLARK COUNTY TITLE COMPANY The beneficiary is 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 owest Lender the principal sum of ONE HUNDRED FORTY FOUR THOUSAND AND NO/100

Dollars (U.S.\$ 144,000.00). 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, 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, 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: LOT 1, BUHMAN HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 20, RECORDS OF SKAMANIA COUNTY, WASHINGTON, APN: 02-05-29-0-0-0610-00

which has the address of

211 BEAR PRAIRIE

WASHOUGAL [Chy]

, 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 -- Famile Mae/Freddle Mac UNIFORM INSTRUMENT MFCD6003 -- BBAP-23 FAGE 1 OF 6

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("Borrower").

UNIFORM COVENANTS. Borrower and Lender coverient 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 pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Punds") 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 on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in 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 form may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 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 whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender may require Borrower interest on the Funds and applicable l

is made or appaciable law together master and the Funds. 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 security to Borrower shall be been been secured by the Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lenyler shall account to Borrower for the excess Funds in accordance with the requirements of opplicable law. If the amount of the 'unds held by Lender at any time is not sufficient to pay the Excrow Items when the Lender and the property of the amount of the 'unds held by Lender at any time is not sufficient to pay the Excrow Items when the Lender and the property of the excess Funds in accordance with the requirements of opplicable law. If the amount of the 'unds held by Lender and the property is a sufficient to pay the security for the excess Funds and the property is a subject of the property. Lender shall account to the excess Funds and the property is a subject of the property is a subject to the property of the excess of the property is a subject of the property is a subject of the property is a subject first, to any propeyment charges due under the Note.

4. Charges; Llens. Borrower shall pay Illustration of Payments. Under the property is a subject first, to any propeyment charges due under the Note.

4. Charges; Llens. Borrower shall pay Illustration the property is a subject of the property

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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 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 pior 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 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 extenuaing circumstances easis which are beyond Borrower's control. Borrower shall not be unreasonably withheld, or unless extenuaing circumstances easis which are beyond Borrower in gotton. Borrower shall not be unreasonably withheld, or unless extenuaing circumstances easis which are beyond Borrower's control. Borrower shall not be unreasonably withheld, or unless extenuaing circumstances easis which are a beyond Borrower's fortion. Borrower shall not be indefault if any forteiture of the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall so in default in determination, precludes fortion of cander'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 fortier of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or

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, Borrower shall pay the premiums required to the cost to Borrower of 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 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. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, the proceeds shall be applied to the sums secured by this Sec

condemnation or other lating of any part of the Property, or for conveyance in fieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums 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 inmediately 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 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 immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or 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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11. Borrower Not 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 Cander and the Company of the Compan

WASHINGTON -- Single Family -- Fannie Mee/Freddie Mec UNIFORM INSTRUMENT

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pesticides and herbicide in this paragraph 20, "I relate to health, safety of NON-UNIFORM C 21. Acceleration; Richard Paragraph 17 (b) the action requires a breach of a under paragraph 17 (b) the action requires a paragraph 18 (b) the action requires a paragraph 19 (b) the action requires a paragraph 19 (c) the default is not considered and may fit the default is not crequire immediate paragraph and a paragraph 19 (c) the default is not crequire immediate paragraph is a paragraph and event of default and euch action regarding cable law may require any order frustee, without the time and place any order frustee shall delify warranty, expressed truth of the statemer order: (a) to all experience; (b) to all aums legally entitled to it. Sur 23. Substitute Trustee. I legally entitled to it. Sur 23. Substitute Trustee. I legally entitled to it. Sur 23. Hiders to this Section 25. Hiders to this Section 20 (c)	ies, volatile solvents, material solvents materi	containing asbestos or for deral laws and laws of the deral laws and laws of the laws and laws of the Lender further covenant and the notice to Borrower; in this Security Instruction of a defend of the notice of a defend of a defend of a defend of a defend of the notice of a defend of the notice of the laws of the Property of the laws of the country of the laws of the l	maidehyde, and i jurisdiction when dagree as follow prior to accele ment (but not ment (but not ment (but not ment) as days from i hat failure to cite swamment (but not ment) as coeleration of the suma sections. Lender at i lity instrument permitted by a notice provide to trustee of a sold. Trustee of the suma provide to trustee of the section of th	ration following Bor- prior to acceleration specify: (a) the default; the date the notice sure the default on or used by this Security lays in the future. In, the right to of Borrower to of the occurrence of an and Lender shell take to other persons as application of the notice of on to the highest bidder or more persons and into the of Borrower to of sele. Lender or its thout any covenant or facile evidence of the in the following stee's and attorneys' ne person or persons sale took place. all request Trustee is ecured by this Security of the person or persons soint a successor trustee he successor trustee shall
supplement the covenant	3 and agreements of this Com-	rity Instrument as if the ride	rporated into and	shall amend and
(Check applicable box(es	i)]		- (-) note part 01	aus security instrument.
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WASHINGTON-Single	FamilyFannie Mae/Freddie	Mac UNIFORM INSTRUME	NT	·

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RICHARD M. RENTON (Seal)	
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[Space Below This Line For Acknowledgment]	
STATE OF WASHINGTON, SKINDOWSH CLUL County ss:	4/
On this	19.9.6, before me, d sworn, personally appeared
to me known to be the individual(s) described in and who executed the foregoing instrument as 11 cm. free and voluntest extensions	t and administration as also
signed and sealed the said instrument as free and voluntary act and	deed, for the uses and purposes
WITNESS my hand and offinial seal affixed the day and year in this artifact.	
WITNESS my hand and efficial scal affixed the day and year in this certificate above write. My Commission exhibits NUTS Quite and year in this certificate above write.	en.
to me known to be the individual(s) described in and who executed the foregoing instrument as the signed and realed the said instrument as free and voluntary act and therein mentioned. WITNESS my hand and efficial seal affixed the day and year in this certificate above write My Commission explanation of the State o	
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MATE OF WHITE	Washington residing at:
VASHINGTON Single Family Female Man Foods M.	wil
VASHINGTON Single Family Fannie Mae/Freddle Mac UNIFORM INSTRUMENT IFCD6003 - BBAP-23 PAGE 6 OF 6	Form 3048 9/90
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HEADLANDS MORTGAGE COMPANY 1100 LARKSPUR LANDING CIRCLE #101 LARKSPUR, CA 94939

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LOAN#: 624384

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 25TH day of AUGUST

Opporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

HEADLANDS MORTGAGE COMPANY, A CALIFORNIA CORPORATION of the same date and covering the property described in the Security Instrument and located at:

211 BEAR PRAIRIE, WASHOUGAL, WA 98671 [Property Address]

1-4 FAMILY CONVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument building materials, appliances and goods of every nature whatsoever now or hereafter purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, punbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and ourtain rods, attached mirrors, cabinets, panelling and all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing togethe with the Property described in the Security Instrument (or the leasehold Property."

- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security strument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth

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G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(i) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment of additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entirled to collect unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender's agents or any judicially appointed receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially or invalidate any other right or remedy of Lender. This assignment of Rents shall not cure or waive any default secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

RICHARD M. PENTON

— (Seal) Borrower

MULTISTATE -- 1-4 FAMILY RIDER -- Famile Mae/Freddie Mac Uniform Instrument MFCD9064 -- (01/97) -- BBAP-23 PAGE 2 OF 2

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

LOAN#: 624384

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PREPAYMENT PENALTY RIDER

THIS PREPAYMENT PENALTY RIDER is made this 25TH day of AUGUST
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 (the "Borrower") to secure
BORTOWER'S NOTE (the "Note") to
HEADLANDS MORTGAGE COMPANY, A CALIFORNIA CORPORATION
(the "Lender") of the same date and covering the property described in the Security Instrument and
located at:

211 BEAR PRAIRIE WASHOUGAL, WA 98671

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Borrower may make a full prepayment or a partial prepayment of principal at any time. However, if within the first FIVE years after the date Borrower executes the Note, Borrower will pay a prepayment charge on the aggregate prepayments made within any consecutive twelve month period which exceed 20% of the original principal amount stated in the Note (the "Excess Principal"). The prepayment charge will equal the interest that would accrue during a six month period on the Excess Principal calculated at the rate of interest in effect under the terms of the note at the time of the prepayment.

No prepayment penalty will be assessed for any prepayment made after the Penalty Period or if the prepayment is concurrent with the sale of the property securing this Note.

The Note Holder's failure to collect a prepayment penalty at the time a prepayment is received shall not be deemed a waiver of such penalty and any such penalty calculated in accordance with this section shall be payable

DO NOT SIGN THIS PREPAYMENT PENALTY RIDER BEFORE YOU READ IT. THIS PREPAYMENT PENALTY RIDER PROVIDES FOR THE PAYMENT OF A CHARGE IF YOU WISH TO REPAY THE LOAN PRIOR TO THE DATE PROVIDED FOR REPAYMENT.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Prepayment Penalty Rider.

Prepayment Penalty Rider -- First Lien -- AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, ID, IN, LA, MO, NE, ME, MT, NV, NH, ND, OK, SD, TN, UT, WA, WY

Prepayment Penalty Rider -- First Lien -- Bear-Steams/Countrywide (8/10/98) MFCD9113 -- BBAP-23 -- WA PAGE 1 OF 1

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