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Washington Mutual Bank C/O DATA PLEX 19031 33RD AVE WEST - MS116DPWA LYNNWOOD, WA 98036

Washington Mutual

DEED OF TRUST

Loan No. 01-0146-001906763-6 CLARK COUNTY TITLE COMPANY 60495

CCT-6049S
THIS DEED OF TRUST ("Security Instrument") is
Grantor is ALFRED J YOTT and NANCY A YOTT, HUSBAND AND WIFE
TOTI, NOSBARD AND WIFE
("Borrower"). The trustee is CLARK COUNTY TITLE COMPANY, a Washington corporation
Madring Coll Mutual Bank
1 Lender 1. Borrower owes Lender the estaclast
Thousand Five Hundred & 60/100
Pollars (11 S. 652, 500, 65
Dollars (U.S. \$ 52,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments.
Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, du and payable on February 1, 2029
and payable on <u>February 1, 2029</u> . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all areas.
repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modification of the Note; (b) the payment of all other sums with interest, add all renewals, extensions and modification
security of this Security Instrument; and (a) the protect the
this Security Instrument and the Note. For this and agreements under
in trust, with power of sale, the following described property located in Skamania <
County, Washington. Skamania
SEE PAGE 7 ATTACHED HERETO AND DV DEFENDANCE
SEE PAGE 7 ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF TAX ACCT #8 11 TIN R5 TX LOT 0900 & 0901
11 IIN R5 TX LOT 0900 & 0901
Track Track
The state of the s
1
which has the address of 281 PRINDLE RD
[Sueet;
WASHOUGAL , Washington 98671 ("Property Address");
[City] [Zip Code]
WASHINGTON - Single Family - Famile Man/Fred St. Man Haustones when
WASHINGTON - Single Family - Famile Mac/Freddie Mac UNIFORM INSTRUMENT Form 3048 9/90 (page 1 of 6 cages)
TO BE RECORDED

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TOGETHER WITH all the improvements now or hereafter eracted 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. 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.

timited 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 Lete Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and tate 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 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, 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 foan 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 faw 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 hasis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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 Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including tender, 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 secrow account, or verifying the Escrievi Items, unless Lender pays Borrower interest on the Funds and applying the secrow account, or verifying the Escrievi Items, unless Lender pays Borrower to fay a potential analyzing the secrow account, or verifying the Escrievi Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to fay a potential and provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay 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 are pieded as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender acceed the amount goes say to make up the deficiency. Borrower shall pay to Lender to any the Escrow Items when due. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender to any the Story Items when due. Lender may so notify Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon paymént in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under payagersh 21, Lender shall acquire or sell the Property, Lender, price to the payagersh 22, third, to impres

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

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 give promptly give to Lender insurance 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 the Property dainaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or 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 within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to 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 repair the first and unless Lender and Borrower otherwise agree in writing, any application of proceeds to restore the proceeds to the proceeds to

carrier has offered to settle a claim, then Lender may coffect the insurance proceeds. Lender may use the proceeds to 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 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 dramage 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 Lean Application; 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's Lender otherwise agrees in writing, which consent 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 critil or criminal, is begun that in Lender's good faith instrument or Lender's security interest. Borrower may out such a default and reinstate, as provided in paragraph 18, by causing the action or 'proceeding to be dismissed with a rufing that, in Lender's good in the distribution of the Borrower's shall so be in default if Borrower, during the loan application process, gave materially lalce or inaccurate information or statements to Lender for failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Ins

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. Sorrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, at a cost mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twellth 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 insurance of mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an 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 or other taking of any part of the Property, or for conveyance in fieu 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 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 it is 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 property immediately 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. 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 faw 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.

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 Refeased; 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 Rability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest 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 or 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 shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of 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 only to mortgage, grant and convey that Borrower's interest in the Property under the erms of this Security Instrument, (b) is not personally obligated to pay the sums 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 that Lender and any other Borrower' and the law of the terms of the terms of the security Instrument or the Note without any prepaym

provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal 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 Note 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.

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 '-- 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 constitons are that

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Borrower: (i) pays tender all sums which then would be due under this Security Instrument and the Note as it no acceleration had occurred; the cures any default of any other covenants or agreements; (c) pays all exponses incurred in enforcing his pays and the security instrument and the Note as it no acceleration had occurred. By the security instrument and the obligations to pay the sums secured by this Security Instrument and acceleration under the security instrument and the obligations secured hereby shall remain fully effective as if no acceleration and ad occurred. However, this first interinstant shall not apply in the case of acceleration under paragraph 17.

19. Sale of Mote: Change of Loan Servicer. The Note or a partial interest in the Note longether with this Security instrument shall not apply in the case of Borrower. A sele may result in a change in security in the case of the servicer under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer under the Note and this Security Instrument. There also may be one or more changes of the note Loan Servicer with the Note and this Security Instrument. There also may be one or more changes of the note Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage or release of any thardous Substances on or in the Property of the Property.

21. Hazardous Substances. Borrower shall not acuse or permit the presence, use, disposal, storage or release of the property in the shall be presented to commit resident and the security instrum

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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01-0146-001906763-6 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 1-4 Family Rider-Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider **Balloon Rider** Rate Improvement Rider Balloon Rider
Other(s) [specify] Second Home Rider 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. STATE OF WASHINGTON County ss: On this 35 day of (In) 1999 before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

ALFRED J YOTT and NANCY A YOTT

to me known to harthe, individually described in and who executed the foregoing instrument and acknowledged of mathy free and voicing at the stip of the uses and purposes therein mentioned.

WITELSS COMESTORY JOSEPH AND A CONTROLLED TO TRUSTEE, OF THE UNIQUE OF THE PUBLIC REQUEST FOR RECONVEYANCE

To TRUSTEE, OF THE PUBLIC RECONVEYANCE

The undersigned have 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 directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

By

Mail reconveyance to

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PAGE 7

Order No. 60495

Exhibit "A"

[m][ny]

BEGINNING at the Northeast corner of said tract of land deeded to E.W. Lee recorded on page 30 of book "X" of deeds, records of Skamania County, Washington, thence South 39°03' East 76.5 feet along the Easterly line of the said E.W. Lee property; thence East 117.3 feet; thence South 37°22' East 166.6 feet to the Northerly right-of-way line of Railroad Avenue, now known as Prindle Road, a county road; thence North 77°35' East 163.9' along the said right-of-way line to a 12 Inch concrete culver; which is the Southeast corner of that parcel deeded to Leon P. Montchalin, et ux, by deed recorded in Book 32 on page 565, continue in a Easterly direction to the Southwest corner of that parcel sold on contract to John L. Simpson, et ux, as recorded in Book 80 on page 864, thence Northwest along the said Simpson property West line and continuing on the same course along the West line of that parcel deeded to Larry W. Pieper, et ux, by deed recorded September 23, 1983 in Book 82 on page 708, to the Southerly right-of-way line of State Highway No. 14 also known as the Northwest corner of the said Pieper property; thence in a Northwesterly direction along the said Highway No. 14 to the Northeast corner of the said Montchalin parcel and then in a Westerly direction to connect with the Point of Beginning at the Northeast corner of said tract of land deeded to E.W. Lee.