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

Washington Mutual

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DEED OF TRUST

Loan No. 01-0144-001906767-7 SKAMANIA COUNTY 22389

THIS DEED OF TRIPET PROMISE TO A STATE OF	
Grantor is THEODORE A GOERES and ROSE M	nt*) is made on <u>January 25, 1999</u> . The
	123 12.2
	, TITLE
("Borrower"). The trustee is SKAMANIA COUNTY	, a Washington corporation
	("Trustee"). The beneficiary is
Washington Mutual Bank	, which is organized and existing under the laws
of Washington , and whose address is 1201 Ti	hird Avenue Seattle, WA 98101
("Lender"). Borrower	owes Lender the principal sum of Ninety-Seven
Thousand & 00/100	
Dollars (U.S. \$ 97,000.00). This debt is e	videnced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides for mo	onthly payments, with the full debt, if not paid earlier, due
and payable onMarch 1, 2029	. 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, w	ith interest, advanced under paragraph 7 to protect the
security of this Security Instrument; and (c) the peri	formance of Borrower's covenants and agreements under
this Security Instrument and the Note. For this purp	ose, Borrower irrevocably grants and conveys to Trustee.
in trust, with power of sale, the following describ	ped property located in Skamania
County, Washington.	· .
LOT 21, BLOCK 4, PLAT OF RELOCATED PLATS, PAGE 10. ALSO RECORDED IN BOO SKAMANIA, STATE OF WASHINGTON. TAX A	NORTH BONNEVILLE, RECORDED IN BOOK B OF EX B OF PLATS, PAGE 26, IN THE COUNTY OF CCT #02-07-19-4-4-2100-00
	Sur verse
	Sade 150 la
	N/9
	1944 - Marie Carlotte
	िकरी
which has the address of 421 COLUMBIA	TIM
	[Street]
NORTH BONNIVILLE , Washington (City)	[Zip Code] [*Property Address*);
WASHINGTON - Signife Family Family Mark To an a	MUTOPAR NO TO A CONTROL OF THE CONTR
1529A (11-96)	JNIFORM INSTRUMENT Form 3048 9/90 (page 1 of 6 pages) TO BE RECORDED

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is fawfully 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.

Imited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable faw 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 montgage 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 loan 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 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 federall agency instrumentality.

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 furur. Escrow Items or otherwise in accordance with applicable lew.

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) 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 and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable taw permits Lender to make such a charge. However, Lender may require Borrower and Lender shall not be required to pay Borrower and Lender and any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the funds. Lender shall give to Borrower with each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable taw, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable taw. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Hems when due. Lender may so notify Borrower shall make up the deficiency. Borrower shall make up the acquisition or sale and the funds held by Lender at any time is not sufficient to pay the Escrow Hems when due. Lender may so notify Borrower shall make up the acquisition or sale of the Property. Lender paragraph 2, 1, Lender shall acquire or sed the Property. Lender, If, under paragraph 2, third, to interest due to pay the social secretion.

Upon payment in full of all sums secred by this Security Instrument, Le

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

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 tender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. In the restoration or may make proof of loss if not made promptly by Borrower, repire of the Property damaged, if the restoration or repair is enonematically feasible and Lender's excurity is not lessened. If the restoration or repair is not economically feasible and Lender's excurity is not lessened. If the restoration or repair is not economically feasible and Lender's excurity is not lessened. If the restoration or repair is not economically feasible and Lender's excurity is not lessened. If the restoration or or repair is not economically feasible and Lender's excurity is not lessened. If the restoration or or repair is not economically feasible and Lender's excurity is not lessened. If the restoration or not then due, with any excess pead to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance proceeds. The property of the payment of the service of the property of the property property is 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 challed the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance potices and proceeds resulting from damage to the Property prior to the acquisition of the Property is the property of the theopyment of the Property of the theoryments of the Property of the

requesting payment.

8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate 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-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 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 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 connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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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 immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) 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 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 chaim for damages, Borrower falls 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 Borrowar 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 Releasad; 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 Nability of the original Borrower or Borrower's successors in interest. Considering the required to commence proceedings against any successor in interest 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.

12. Successors and Assigns Bound; Joint and Soveral Liability, Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's interest in the Property under the terms of this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument only to personally obligated to pay the sums secured by this Security Instrument is subject to a faw 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 necessary to reduce the charge to the permitted limits, then: (at any such loan charges shall be reduced by the amount loan charges, and that law is finally interpreted so that the interest or other loan charges shall be reduced by the amount loan charges, and that law is finally interpreted so that the interest or other loan charges shall be reduced by the amount loan charges, and that law is finally interpreted so that the interest or other loan charges shall be reduced by the amount loan

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.

17. Transfer of the Property or a Beneficial interest in Borrower. If all or any part of the Property or any person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by lift 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 maled 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 Reinster. 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 (or 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 conditions are that

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Borrowit: (a) pays tender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreement; (c) pays all expenses socured in efforcing this Security Instrument, including, but not limited to, reasonable gatterners; seeks and fig state of the seeks of the seeks and the seeks of the seeks o

- 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, tiender may from ture 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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01-0144-001906767-7 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 Planned Unit Development Rider Graduated Payment Rider Biweekly Payment Rider Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this curity Instrument and in any rider(s) executed by Borrower and recorded with it. x Rose M.
ROSE M GOERES Bolr A COPE NOTARY PUBLIC OF WASH! STATE OF WASHINGTON Skanania County ss: On this 29 day of Johnson, 1999, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared THEODORE A GOERES and ROSE M GOERES to me known to be the individualist described in and who executed the foregoing instrument and acknowledged to me that he/she they signed and sealed the said instrument as his/her their will have and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in this certificate above written. Notary Public in and for the State of Washington residing at: My Commission expires: 9-13-99 REQUEST FOR RECONVEYANCE TO TRUSTEE:

The undersigned is the 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 carcel 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. DATED: a corporation Вγ Mail reconveyance to Washington 1529F (11-96) Page 6 of 6 TO BE RECORDED