134563

BOOK 187 PAGE 402

FILE. THE RECORD SELECTED ASH

Mar 16 8 57 11 199 Carry H. Olson

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

Washington Mutual

DEED OF TRUST

Loan No. 01-0146-001906808-9 CLARK COUNTY TITLE COMPANY 60614

THIS DEED OF TRUST ("Security Instrume	ent") is made on <u>March 5, 1999</u> . The
Grantor is PAUL E HAGENSEN and MONICA	HAGENSEN, HUSBAND AND WIFE
("Borrower"). The trustee is CLARK COUNTY T	I'LE COMPANY, a Washington corporation
Washington Mutual Bank of Washington , and whose address is 1201 T	("Trustee"). The beneficiary is
Nine Thousand Five Hundred & 00/100	owes Lender the principal sum of <u>One Hundred</u>
	evidenced by Borrower's note dated the same date as this
repayment of the debt evidenced by the Note, with of the Note; (b) the payment of all other sums, we security of this Security Instrument; and (c) the per this Security Instrument and the Note. For this purp in trust, with power of sale, the following descrit County, Washington.	
SEE ATTACHED EXHIBIT 'A'. TAX ACCOUN	MIN. 02-05-19-00-0303. MIN
which has the address of 2922 SKYE RD	2.5.3.
	[Street]
WASHOUGAL , Washington (City)	98671 ("Property Address"); [Zip Code]
1014 01191 00001	

1529Å (11-96)

01-0146-001906808-9

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 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.

limited 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 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; 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.

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) 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 escrow account, or verifying the Escrow 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 pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower 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, without charge, an annual accounting of the Funds, showing credits 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 law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's stole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the aums accured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, or arily late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the parson owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender agrees in writing to the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in a manner acceptable to Lender; (b) contests in operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to a lien which may attain priority over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall satisfy the lien or take one or more of th

1529B (11-96)

01-0146-001906808-9

Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shell be acceptable to Lender and shell include a standard montgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shell give prompt notice to the 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 shell be applied to restoration or repair is contending from the restoration or repair is not acconomically fessible and Lender's accurity is not leasured. If the restoration or repair is not acconomically fessible and Lender's accurity is not leasured. If the restoration or repair is not acconomically fessible and Lender's accurity is not leasured. Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance proceeds stands 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 proceeds is 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 pastpone the due date of the monthly payments referred to in paragraphs 1 and 2 or changes the amount of the payments. If under paragraph 21 the Property is acquired by Lander, 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 actual of the payments. If the payments is the property is acquired by this Security instrument and hall continue to occupy the Property shall be acquired by the Security instrument and

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 in effect. If, for any reason, the mortgage insurance 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 previously in effect, from an alternate shall pay to Lender each month a surn 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 insurance 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.

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.

Washington 1529C (11-96)

Page 3 of 6

01-0146-001906808-9

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 of 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 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, 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.

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.

11. Berrower Not Released; 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 Sability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in instrest 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.

12. Successors and Assigns Bound; Joint and Several Libelity; 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 covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument by the mortizage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Lean Charges. If the loan exceed by this Security Instrument is subject to a law which sets maximum toen 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 redu

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 (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 (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

1529D (11-96)

"被"么"。

Page 4 of 6

Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if an exceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred to enfoccing this Security Instrument, including, but not limited to, reasonable attornays' fees; and (d) takes such action as Lender may reasonably region to assive that the lien of this Security Instrument, Lender's rights in the Separaty and Borrower's obligation to pay the sums ascorded by this Security Instrument and Instrument. Lender's rights in the Separaty in Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. We Security Instrument may be secured by the secured hereby shall remain fully effective as if no acceleration had occurred. The security Instrument may be sold one or more times without prior notice to Borrower. A sale may resort that course the entity (known as the "Loan Servicer') that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer. Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The rotice will state the name and address of the new Loan Servicer and the address to which payments are considered by applicable law.

20. Hazerdous Substances will also contain any other information required by applicable law.

20. Hazerdous Substances will also contain any other information required by applicable law.

20. Hazerdous Substances on or in the Property. Secure of permit the presence, use, or storage on the Property and superiorists to normal residential uses and to meintenance of the Property.

20. Hazerdous Substances on the Property of the property in the substances that are generally acceptance to appropriate to normal residential laws and to meintenance of the Property is considered to

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

Washington 1529E (11-96)

Page 5 of 6

together with this n			01-0145-001906808-
shall amend and supplement of	nt, the covenant	is and agreements of each s	
this Security Instrument. [Check app	venants and agre	ements of this Security Inst	uch rider shall be incorporated into an rument as if the rider(s) were a part (
	AICADIA DOX(as)}		as in the inertal were a part
Adjustable Rate Rider	Cond-	minium 8:4	
Graduated Payment Rider	الله مناهم	minium Rider	1-4 Family Rider
Balloon Rider	Planne	d Unit Development Rider	Biweekly Payment Rider
F 3 6 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Rate in	nprovement Rider	Second Home Rider
X Other(s) [specify] Manufa	ctured/Mod	ular Home Rider	Second Home Rider
BY SIGNING BELOW, BO	rrower accepts	and agrees to the term	s and covenants contained in this
Security instrument and in any rid	ler(s) executed	by Borrower and recorded	s and covenants contained in this
			with the
+10 0 0 1			4
x land E	adour-		A 7 M
PAUL E HAGENSEN	0		
PAUL E HAGENSEN x Minus G. Ling			
* Morris S Il			
A THORAGE OF THE	MERC		
MONICA S HAGENSEN	· 		
~0	•		
		~~	4 9
			. 10 7
.1	- 4		Da. 1 AF
	486		·····
			OFFICIAL SEAL
			DONNA J. MARCHAND
n====4	100		DOINGTO WANTONAMO
STATE OF WASHINGTON	700		Motory Public-State of Washington
County ss			
		L Tills	My Commission Expires 11-9-01
0- 44 (/)	201	/ 0-0	***************************************
On this day of	MAICI	5 1999 hetou	s ma the surface to the
Public in and for the State PAUL E HAGENSEN and MONTO	of Washington	n, duly commissioned	me the undersigned, a Notary
PAUL E HAGENSEN and MONIC	A S HAGENS	EN	w sworn, personally appeared
to me known to be the individual acknowledged to me that he/sh	united describe		
acknowledged to me that he/sh free and voluntary act and deed, for	e // hev) sign	in and who executed	the foregoing instrument, and
WITNESS my hand and offici	al seal affixed	the day and year in this	1.
My Commission expires: //_ 9	7001	and doly your sit tills a	rtificate above written.
ту сынтавин ехрива: //	- 2001	- HANTA/I	Massmall
466 70.		Notary Public in and for the	State of Washington residing at:
		lanom	11/0 Washington residing at:
-			
O TRUSTEE:	REQUEST	FOR RECONVEYANCE	
The undersioned is about 11			
ogether with all other indebedded	of the note of	notes secured by this De	ed of Trust. Said note or notes,
vithout warranty, all the estate no	w held by you	o or trust, which are del	ivered hereby, and to reconvey
without warranty, all the estate not entitled thereto.	by you	under this Deed of Trust	to the person or persons legally
PATED:		. "	3,
/AIEU:			
		a corporation.	
dail recent		Ву	
lail reconveyance to	7 7 7		
			<u> </u>
/ashington			
529F (11-96)	74	Page 6 of 6	mo n=
		2.000	TO BE RECORDED
5			

-

Æ

800K 187 PAGE 408

Order No. 60614

Exhibit "A"

PARCEL I

The West half of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT the South 396 feet thereof.

PARCEL II

The South 396 feet of the West half of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT any portion thereof, lying within the South 660 feet of the West 1320 feet of said Southwest quarter of the Northeast quarter of said Section 19.

TOGETHER WITH that portion acquired under Superior Court Case No. 94-2-00076-6.







MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

01-0146-001906808-9

THIS MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT ("Rider") is made this 5th day of March, 1999 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt and Security Agreement of the same date, as modified by any other addendums or riders thereto (the "Security Instrument") which has been given by the undersigned (the "Borrower") to secure Borrower's Note of the same date to
(Property Address)
(Froperty Address)
Defined terms in the Note or the Security Instrument shall have the same meaning when used herein. To the extent that this Rider conflicts with the terms and conditions set forth in the Security Instrument, the terms and conditions set forth in this Rider shall control. THE COLLATERAL FOR THE BORROWER'S LOAN INCLUDES A MANUFACTURED HOME. THIS RIDER SETS FORTH CERTAIN ADDITIONAL TERMS OF THE BORROWER'S LOAN APPLICABLE TO THE MANUFACTURED HOME.
In addition to the covenants and agreements which are made in the Note, Borrower and Lender further covenant and agree as follows:
1. Manufactured Home. The Security Instrument shall also grant Lender a security interest in that certain 1994,
manufactured home, Model No. Serial No.
to place (or which is already located) upon the Property, together with all furniture, furnishings, equipment, including heating, ventilation and air conditioning equipment, lighting, plumbing, and septic systems, pumps and other well equipment, decks, porches, and attached and detached garages and outbuildings which are located on the Property.
Page 1 of 2 TO BE RECORDED

01-0146-001906808-9

- 2. Titling and Title Elimination. If this box X is checked, Borrower shall cause title to the Manufactured Home to be eliminated (or obtain an exemption from titling if state law provides for a titling exemption rather than title elimination) in accordance with applicable state law. If the loan secured by this Security Instrument is a construction loan and the title elimination/exemption box above has been checked, the title elimination or exemption shall be completed no later than the deadline for completion of the improvements and issuance of the final draw under the Borrower's Construction Loan Agreement. If the title elimination/exemption box above has not been checked, Borrower shall at all times keep the Manufactured Home properly titled and certificated under applicable state law. The title shall show Borrower as the sole registered owner and Lender as the sole lienholder (or legal owner, if that terminology is used by the state).
- 3. Security Agreement and Fixture Filing. The Security Instrument shall constitute a Security Agreement and Fixture Filing with respect to all items of collateral described in Section 1 above. As to any item of collateral which is deemed to be a fixture or personal property, Lender shall have those rights and remedies upon default as are available to a secured party under the Uniform Commercial Code of the State where the Property is located, in addition to all other rights and remedies available under applicable law.

IN WITNESS WHEREOF the parties have executed this Rider as of the day and year first above written.

PAUL & HAGENSEN

MONICA S HAGENSEN