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GARY H. OLSON

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

Washington Mutual

DEED OF TRUST

Loan No. 01-0410-001964967-2 SKAMINIA COUNTY TITLE COMPANY 2486

3616 6 640 6		
THIS DEED OF TRUST ("Security Instrument") is made on	Married to the same
Grantor is MICHAEL K FITCH	WHO ACQUIRED TITLE AS M	March 10, 1999 . The
HIS SEPARATE ESTATE	I MAG ACQUIRED TITLE AS M	ICHAEL KEMPER FITCH, AS
("Borrower"). The trustee is SK	AMINIA COUNTY TITLE COMPA	WY a Maghington
corporation	I*Tru	10011
Washington Mutual Bank	which is	s organized and eviction and a start
of Washington , and whose ac	dress is 1201 Third Avenue	Seattle. WA 98101
(*Le	ender"). Borrower owes Lender the	principal sum of <u>Ninety-Three</u>
Thousand Seven Hundred F	ifty & 00/100	MINECA-THEE
Dollars (U.S. \$ 93,750.00). This debt is evidenced by Borro	ower's note dated the same date as this
account management (MAGE 1 MURG	ON DIOVIDES for monthly havmente is	with the full date to
7.07.11	ZUZY Tolk Security	Inclusion and account to the contract of
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the tracky to the pullification of	dii Uliici Suins. With interact adva	ocod umdos t
The Cooler of the Color of the	IL GIO ICI ING DEMORMANCA OF ROMA	Wor's coverage and a
a a a an inclination of the file of	U.G. FOI III'S DUIDOSA Horrowar irra	vocable grants and air
wast, mai power or sale, the	following described property local	ted inSkamania
County, Washington.	-	
THE NORTH HALF OF THE W	EST HALF OF THE SOUTHER	ST QUARTER OF THE NORTHEAST
WERIDIAN IN THE COUNTY	TOWNSHIP 2 NORTH, RANGE	ST QUARTER OF THE NORTHEAST 5 EAST OF THE WILLAMETTE
2 OF THE PATSY I. HADAD	SHOOT DIAM DECORDE	HINGIUM. ALSO KNOWN AS, LOT
COUNTY RECORDS. TAX PARC	EL NO 02-05-19-0-0-0304-0	BOOK 2, PAGE 92, SKAMANIA
-		\$10 per 19
-	Date	#3943 (se
	M	reiraci
		Persistant
which has the address of 141 MC	RNING WINGS LN	Le lui
	[Street]	24.40
NASHOUGAL.	, Washington 98671	_("Property Address");
[City]	(Zip Code)	
· ·		

WASHINGTON - Single Family - Famile Mee/Freddie Mac UNIFORM 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 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.

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 of 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) leasehold payments or ground fents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly leasehold payments or ground fents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly to Lender, if accordance with the provisions of paragraph 8, in fieu 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 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 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 of 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.

CRESPAT, unress another law that applies to the runos 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 resonable estimates of expenditures of future fiscrow 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 Bor ower for holding and applying the Funds and applying the Funds and spring the Funds and spring the Funds and applying the Funds applying the Funds and applying the Funds ap

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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 mottgage clauses. Lender 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 insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower insurance proceeds shall be applied to the surance proceeds shall be applied to the surance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any access pad to Borrower abandons the Property, or does not answer within 30 days a notice from Lender that 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, with any access pad to design when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or paging the sum of the property prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or paging the summer of the payments. If under pagagraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property is on the acquisition.

Soccupancy. Preservation, Maintenance and Protection of the Property Borrower's principal residence within sixty days after the association and the security instrument and make account of the security instrument immediately prior to the acquisition.

Soccupancy. Preservation, Maintenance and Protection of the Property Borrower's principal residence within sixty days after the association of the Security Instrument and whall continue to occupate Property Borrower's prin

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 mortgage insurance approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by 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 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 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 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 in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in the event of a partial taking of the Property in which the fair market value of the Property in which the fair market value of the Property in the event of a partial taking of the Property in the event of a partial taking of the Property in which the fair market value of the Property in the value of the Property in the event of a partial taking of the Property in which the fair market value of the Property in the value of the Property in the value of the proceeds shall be applied 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 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 flability of the original Borrower or Borrower's successors in interest. Lender shell 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.

12. Successors and Assigns Bound; Joint and Several 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 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; (b) is not personality obligated to pay the sums secured by this Security Instrument; (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 to the Note without that Borrower's consent.

13. Loan Charges. If the loan 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 shall be reduced by the amount necessary to reduce the charge to the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the

- 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. Because Communication of the Security Instrument and the Note are declared to be severable.
- 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 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

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Borrower: (a) pays Lender 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 agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited (o, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument functions unchanged. Upon reinstatement by Borrower, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Lean Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that coffects monthly payments due under the Note and this Security Instrument) may be sold 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 notice will also contain any other information required by applicable law.

20. Hezardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything effecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, of sposal, storage, or release of any Hazardous Substances on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any Investigation, claim, demand, lawsuit or o

Control of the state of the sta

materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenent and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument and sale of the Property at public suction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by applicable law. If the default is not cured on or before the date specified in the notice, be applicable law. If the default is not cured on or before the date specified in the notice, be acceleration may require immediate payment in full of ell sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies provided in this paragraph 21, including, but not limited to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, It Lender Invokes the power of sale Lenders and in the notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time property at public such not the highest b

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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togathar with this Committee to the		01-0410-001964967-
shall amend and supplement the cover this Security Instrument. (Check appli	it, the covenants and agreements of each suc anants and agreements of this Security Instru icable box(es))	h rider shall be incorporated into a ment as if the rider(s) were a part
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	-
Balloon Rider	Rate Improvement Rider	Biweekly Payment Rider
Other(s) [specify]	nate improvement videl	Second Home Rider
		400
BY SIGNING BELOW, Bor Security Instrument and in any ride	rower accepts and agrees to the terms et(s) executed by Borrower and recorded v	and covenants contained in the with it.
x lichafted	Total Contraction of the Contrac	147/
MICHAEL K FITCH		- N. E.
	. 6.	
		K. KIRK
	NOT	TARY PUBLIC
STATE OF WASHINGTON		OF WASHINGTON
STATE OF WASHINGTON	The state of the s	MISSION EXPIRES
Clark County ss	ii FE	BRUARÝ 9, 2000
Public in and for the State	of Washington, duly commissioned a	
free and voluntary act and deed, for	dual(s) described in and who executed the left of the	strument as <u>his/her/thei</u>
My Commission expires: 2-	1-00 KKirk	
	Notary Public in and for the	State of Washington residing at-
	\\(\alpha\)	101
1 2	Vancou	1er
TO TRUCKE.	REQUEST FOR RECONVEYANCE	161
TO TRUSTEE: The undersigned is the hold	REQUEST FOR RECONVEYANCE	IRF
The undersigned is the hold together with all other indebtednes	REQUEST FOR RECONVEYANCE er of the note or notes secured by this Deed of Trust have been secured by the s	eed of Trust. Said note or note
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