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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. 01-0973-002014879-7 SKAMANIA COUNTY TITLE COMPANY 22744

50722744

THIS DEED OF TRUST ("Security Instrument") is made on	ma 22 1000 m
Grantor is DAVID K ALLEN and RANAE M ALLEN, HUSBAND AND WI	The
——————————————————————————————————————	I.F.B.
("Borrower"). The trustee is SKAMANIA COUNTY TITLE COMPANY, a P	
corporation ("Trustee").	
	The beneficiary is
of <u>Washington</u> , and whose address is 1201 Third Avenue Seattle	d and existing under the laws
("Lender") Rorrower award and a the state of	, WA 98101
("Lender"). Borrower owes Lender the principal s Thirty Thousand Seven Hundred & 00/100	One Hundred
Dollars (II S. \$ 120, 200, no ) Tit	
Dollars (U.S. \$ 130, 700.00 ). This debt is evidenced by Borrower's not	e dated the same date as this
, with the fi	Ill debt if not poid application
Die Security Instrumen	
The form of the door evidenced by the More with interest and all semi-male	
The serious and the Hute, For this purpose Horrower irroverable as	rants and conveys to Trustee
restant in oute, the followill described aronarty located in	Skamania
County, washington.	
LOT 3 OF THE GREEN ACRES SUBDIVISION, ACCORDING TO RECORDED IN BOOK B OF PLATS, PAGE 82 IN THE COUNTY OF WASHINGTON. TAX ACCOUNT NO.: 02-07-20-0-0-0217-00.	THE RECORDED PLAT, F SKAMANIA, STATE OF
1998 SKYLINE AMBER COVE A1254 40 x 48	
THE MILEST TO X TO	
<i>6</i> <sup>2</sup>	#Je1#5 14
	#6.19x3
	Pilined
which has the address of 21 PARK LANE PLACE	100
NORTH BONNEVILLE Washington 98529	Sec.
(City)	ty Address*);
[Zip Code]	
WASHINGTON O	

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, apportenances, and fixtures now or hereafter a part of the property. At 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 tawfully 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with fimited 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) 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 federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. In Items and It

hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the bass 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 insued by a federal agency, insurantially, or entity finchuding Lender, if Lender is such an institution or in any federal Home toan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for Indiang and applying the Funds, annually analyzing the secrow secount, or verifying the Escrow Items, unless Lender pure Borrower Interest to Funds, annually analyzing the servow secount, or verifying the Escrow Items, unless Lender may require Borrower and help and applicable law permits Lender to make such a charge. However, Lender may require Borrower and hence in the Funds, and applicable law provides Borrower any interest or earlings on the Funds. Borrower and Lender may gree in writing, however, that interest shall be posid 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. If the amount of the Funds sheld by Lender at any time is not sufficient to pay the Escrow terms 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 in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the Borrower shall make up the Borrower shall pay the security instrument.

Upon payment in full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower shall accour or sale of the Property, shall applied any Funds

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

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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 give prompt give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall 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 shall be applied to restoration or repair is concomically 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 proceeds in other or store 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 changes the amount of the payments. If under paragraph 21 the Property for to the acquisition shall pass to Lender to the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be sums secured by this Security instrument and shall continue to occupant the Property. Borrower's principal residence for all least if any principal residence of the Property of unless attended by this Security instrument or Lender's securit

this security instrument. Unless borrower and Lender agree to other terms of payment, these amounts shall be interest 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 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 insured approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfith 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 fieu 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 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 taw.

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 conde

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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 shall be reduced by the amount of the proceeds multiplied by the writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the 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. 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 claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property 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; Forbearence By Lender Not a Weiver. 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 fiability of the original Borrower or Borrower's successors 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 remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-stigners. 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 cogning 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; (b) is not 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. Loan Charges. If the loan 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 fimits, then: (a) any such loan charges collected from Borrower which exceeded under the Note or by making a direct payment to Borrower. If a refunde reduces principal, the reduction will be treated as a par

notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lenger When given as 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 interest in it is sold or transferred for 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 Machington.

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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 to, 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 shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall termain fully effective as if no acceleration had occurred. However, this to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more changes without prior notice to Borrower. A sale may result in a change in the entity (Innown 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.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit of other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental

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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 covenant 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 peragraph 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 then 30 days from the date the notice is given to Borrower, by 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 auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to bring a court action to assert the non-existence of a default or any other defance 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 to be included in the notice by applicable law. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies parmitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies permitted by applicable law. Lender shall give such notices to Borrower and to other persons as applicable law may require. After the time notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time and place and under shall ta

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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together with this Security Instrument, the covenants and agreements of each sushall amend and supplement the covenants and agreements of this Security Instrument, the covenants and agreements of each supplement the covenants and agreements of each supplement the covenants.	at the same of
shall amend and supplement the covenants and agreements of this Security Instru this Security Instrument. [Check applicable box[es]]	ument as if the rider(s) were a part of
Adjustable Rate Rider Condominium Rider	
Graduated Payment Rider Planned Unit Development Rider	1-4 Family Rider
Balloon Rider Rate Improvement Rider	Biweekly Payment Rider
There improvement tricks	Second Home Rider
- Home Rider	
BY SIGNING BELOW, Borrower accepts and agrees to the terms Security instrument and in any rider(s) executed by Borrower and recorded	and covenants contained in this with it.
C SEA	
X DAVID K ALLEN	
DAVID K ALLEN	". P.4
NOTARY	6. " //
" Show on MI	
X AND TITULE OF PUBLIC >>	
RANAE M ALLEN	
	/ T
OF WASHIN	4.5
# 4	
4 4 4	
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	***
STATE OF WASHINGTON	. **
Skamania County ss:	
On this 25+Day of Unit 1999, before Public in and for the State of Washington, duly commissioned a DAYID K ALLEN and RANAE M ALLEN	e me the undersigned, a Notary and sworn, personally appeared
to me known to be the individual(s) de cribed in and who executed acknowledged to me that he she knew signed and spaled the said in	the foregoing instrument
acknowledged to me that he/she/kney signed and sealed the said in free and voluntary act and deed, for the trees	strument as his/her/chetr
free and voluntary act and deed, for the uses and purposes therein mentione WITNESS my hand and official sail affixed by	d.
WITNESS my hand and official seal affixed the day and year in this ex My Commission expires: 10.8.201	ertificate above written.
My Commission expires: 10 8 3001 PULLICA V	Ulman
Notary Public in and for the	State of Washington residing at:
STOVENIZOS	
REQUEST FOR RECONVEYANCE	
IO INUSTEE:	W
The undersigned is the holder of the note or notes secured by this Detection with all other indebtedness secured by this Deed of Tarent his period of Tarent	eed of Trust Said note or notes
together with all other indebtedness secured by this Deed of Trust, have be directed to cancel said note or notes and this Deed of Trust, which are the	peen paid in full. You are hereby
directed to cancel said note or notes and this Deed of Trust, which are de without warranty, all the estate now held by you under this Deed of Trust.	elivered hereby, and to reconvey,
without warranty, all the estate now held by you under this Deed of Trust entitled thereto.	to the person or persons legally
DATED:	
a corporation,	
By	■ 1
Mail reconveyance to	·
Washington	
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	Da Macombed
	•

## **Washington Mutual**

# MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

01-0973-002014879-7

THIS MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT ("Rider") is made
THE ACT USE OF THE PARTY OF THE
The state of the property of the property of the state of
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
Borrower's Note of the same date to
The tribute of the doughtunity of hope thought which Constitute to
Property described tricions and located at the address shown below the an-
21 FARE LANE PLACE, NORTH BONNEVILLE, WA 98639
(Property 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 1998, SKYLINE

manufactured home, Model No. AMBER COVE , Serial No. A1254

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.

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- 2. <u>Titling and Title Elimination</u>. If this box 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.

DAVID K ALLEN

DANAP M ATTE

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