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BOOK 192 PAGE 309

FILED
SKAMANIA COUNTY
BY CLARK COUNTY TITLE

AUG 16 11 53 AM '99

Chosen
GARY L. OLSON

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**Washington
Mutual**

DEED OF TRUST

0010213338

CCR-44200
THIS DEED OF TRUST is between
JEFFERY L. BAINES AND CARLA M. BAINES,
HUSBAND AND WIFE

whose address is 212 ABERDEEN DR
WASHOUGAL, WA 98671-7421

("Grantor"); CLARK COUNTY TITLE, a
corporation, the address of which is 1400 WASHINGTON ST., STE. 100
VANCOUVER, WA 98660

and its successors in trust and assigns ("Trustee"); and
Washington Mutual Bank, which is organized and existing under the laws of Washington State,
and whose address is 1201 Third Avenue, Seattle, Washington 98101 ("Beneficiary") and its
successors or assigns.

1. **Granting Clause** Grantor hereby grants, bargains, sells and conveys to Trustee in trust, with
power of sale, the real property in CLARK County,

WASHINGTON, described below, and all interest in it Grantor ever gets:

LOT 28, SKAMANIA HIGHLANDS, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK
"A" OF PLATS, PAGE 140, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO SKAMANIA COUNTY BY INSTRUMENT RECORDED
OCTOBER 1, 1980, BOOK 78, PAGE 775, SKAMANIA COUNTY DEED RECORDS

Tax Parcel Number: 02-05-19-2-0-0128-00

2952 (01/07/99) v 1.34

BANK COPY

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together with: all insurance and condemnation proceeds related to it; all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property.

All of the property described above will be called the "Property." To the extent that any of the Property is personal property, Grantor grants Beneficiary, as secured party, a security interest in all such property and this Deed of Trust shall constitute the Security Agreement between Grantor and Beneficiary. As used herein "State" shall refer to the state of WASHINGTON

2. Security This Deed of Trust is given to secure performance of each promise of Grantor contained herein, and the payment of

THIRTY THREE THOUSAND SIX HUNDRED TWENTY NINE AND 40/100 dollars
(\$33,629.40) (called the "Loan") with interest as provided in the note which evidences

the Loan (the "Note") and any renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust, and repayment of money advanced by Beneficiary under Section 6 or otherwise to protect the Property or Beneficiary's interest in the Property. All amounts due under the Note and this Deed of Trust are called the "Debt".

☐ If this box is checked, the Note provides for a variable rate of interest. Changes in the interest rate will cause the payment amount to also change.

3. Representations of Grantor Grantor represents that:

(a) Grantor is the owner of the Property or contract purchaser, which is unencumbered except by easements, reservations, and restrictions of record not inconsistent with the intended use of the Property, and any existing mortgage, deed of trust or real estate contract given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary; and

(b) The Property is not presently and will not during the term of this Deed of Trust be used for any agricultural purposes.

4. Sale, Transfer or Further Encumbrance of Property The loan is personal to Grantor, and the entire Debt shall become immediately due and payable in full upon any sale, or other transfer of the Property or any interest therein by Grantor including, without limitation, further encumbrance of the Property. Grantor agrees to advise Beneficiary immediately in writing of any change in Grantor's name, address or employment.

5. Promises of Grantor Grantor promises:

(a) To keep the Property in good repair; and not to move, alter or demolish any of the improvements on the Property without Beneficiary's prior written consent;

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior real estate contract, mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To keep the Property and the improvements thereon insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause and; the amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the

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same manner as payments under the Note or at the Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale; and

(f) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for purposes of this Section 5(f).

6. Curing of Defaults If Grantor fails to comply with any of the covenants in Section 5, including all the terms of any prior mortgage, deed of trust or real estate contract, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. The amount spent shall bear interest at the rate of interest specified in the Note and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

7. Remedies for Default.

(a) Prompt performance under this Deed of Trust is essential. If Grantor does not pay any installment of the Debt or other amount due hereunder on time, or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Note, or if Grantor fails to comply with any other term, condition, obligation or covenant contained in the Note or this Deed of Trust or any rider thereto, or any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Deed of Trust, or if any representation of Grantor herein was false or misleading, the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, and the total amount owed by Grantor shall thereafter bear interest at the rate(s) stated in the Note. Beneficiary may then or thereafter advise Trustee of the default and of Beneficiary's election to have the Property sold pursuant to Trustee's power of sale and deliver to Trustee any documentation as may be required by law. After giving any notices required, Trustee shall sell the Property, either in whole or in separate parcels or other part, and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States which will be payable at the time of sale all in accordance with applicable law. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by providing such notice as may be required by law. Unless prohibited by law, any person, including the Grantor, Beneficiary or Trustee, may purchase at any such sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust; and, (iii) the surplus, if any, shall go to the person(s) legally entitled thereto or, at Trustee's discretion, to the government or other official authorized by state law to accept such amounts.

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) The power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed, sue on the Note or take any

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By signing below, Grantor accepts and agrees to the provisions of this Deed of Trust, and of any
order(s) executed by Grantor concurrently therewith.

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DATED at 10th AUGUST 1999 this 21ST day of CS

JEFF BAINES

Carla M. Baines
CARLA M BAINES



STATE OF Washington
COUNTY OF Clark } ss.

On this day personally appeared before me JEFF BAINES and
Carla M. Baines, to me known to be the individuals described in and
who executed the within and foregoing instrument, and acknowledge that they signed the same as
their free and voluntary act and deed, for the uses and puposes therein mentioned.

WITNESS my hand and official seal this 10th day of August 1999.

Lorra Bartholomew
Notary Public in and for the State of Washington
residing at: Clark County
My appointment expires: 9/10/2002

REQUEST FOR FULL RECONVEYANCE

(Do not record. To be used only when note has been paid.)

TO: TRUSTEE

The undersigned is the legal owner and holder of the Note and all other indebtedness secured by
the within Deed of Trust. Said Note, together with all other indebtedness secured by this Deed of
Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to
you of any sums owing to you under the terms of this Deed of Trust, to cancel the Note above
mentioned, and all other evidences of indebtedness secured by this Deed of Trust together with the
Deed of Trust, and to convey, without warranty, to the parties designated by the terms of this Deed
of Trust, all the estate now held by you thereunder.

DATED _____

Mail reconveyance to _____