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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. 01-0723-003389827-1 SKAMANIA COUNTY TITLE COMPANY 23334

STR 73334 THIS DEED OF TRUST ("Security Instrument") is made on Grantor is JOHN LEBARON PRICE AND MELISSA A. CARLSON-PRICE, HUSBAND AND WIFE ("Borrower"). The trustee is SKAMANIA COUNTY TITLE COMPANY, a Washington ("Trustee"). beneficiary Mashington Mutual Bank which is organized and existing under the laws of Mashington , and whose address is 1201 Third Avenue Seattle, WA 98101 ("Lender"). Borrower owes Lender the principal sum of \_\_\_\_\_\_\_ Cone\_ Hundred Eighty Thousand & 00/100 Dollars (U.S. \$ 180,000,00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2030 . 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, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in County, Washington. FOR A FULL LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REPERENCE MADE A PART HEREOF. Nafatra da S4, Tin, R6E FULL LEGAL IS ON PAGE 7 dered it. Tax Account No.(s): 01-06-04-0-0-0102-00 which has the address of 821 INDIAN MARY RD

Washington 98648-6135 ("Property Address"); [Zip Code] WASHINGTON - Single Family - Famile Mae/Freddie Mac UNIFORM INSTRUMENT Form 3048 9/90 (page 1 of 6 pages)

[Street]

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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. At 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 tender 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; (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 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.

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 sturre Excrow Items or otherwise in scoodance with applicable law.

The Funds shell 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 Lean Bank. Lender shell apply the Funds to pay the Excrow Items. Lender may not charge Borrower for holding and applying the Funds, annually onalyzing the secrow account, or verifying the Excrow 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 shell give to Borrower and Lender may agree in writing, however, that interest shall be peld on the Funds. Lender shell give to Borrower and Lender may agree in writing, however, that interest shall be peld on the Funds. Lender shell give to Borrower and Lender may agree in writing, however, that interest shall be peld on the Funds. Lender shell give to Borrower and Lender may agree in writing, however, that interest shall be peld on the Funds. Lender shell propose for which each debit 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 accordance with the requirements of applicable law, Lender shell account to Borrower for the excess Funds in accordance with the requirements of applicable law, Lender shell by Lender at any time is not sufficient to pay the Escrow Items when due, Lender shell promptly refund to Borrower in Funds held by Lender, if not applicable in the sum of the Borrower shell pay to Lender

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

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

All insurance poticies and renewals shell be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the spinles and renewals. If Lender requires, Borrower shall give prompt notice to the structure of the property of party of the Property demaged, if the restoration of repair of the Property demaged, if the restoration or repair of the Property demaged, if the restoration or repair of the Property demaged, if the restoration or repair of the Property demaged, if the restoration or repair of the Property demaged, if the restoration or repair of the Property demaged, if the restoration or repair is not accordinally fessible or clauder's security would be tessared, the insurance proceeds and the spinle of the Property of the Property, or does not receive the insurance proceeds. Lender may use the property or does not 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 attend or passing the property of the property

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secure) 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 the event of a partial taking 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 the event of a partial taking 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 the event of a partial taking of the Property in which the fair market value of the Property in the sums secured by this Security Instrument whether or not 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 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 shell not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change

or postpone the due date of the monthly payments referred to in perspans 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 Lander to any successor in interest of Borrower shall 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 and successors in interest. Any forbearance by Lender in excising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; John and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and sissigns 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-signify instrument only to mortgage, grant and convey that 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 on the Note without that Borrower's covenant.

13. Lean 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 foan charges collected from Borrower which exceeded permitted limits, then: (a) any such loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charges collected from Borrower which exceeded under the Note or by making a direct payment to Borrower. He refuse to the reduce the charge to the permitted limits, and

- 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 Reinstain. 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) psys 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 egreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Borrower's obligation to pay the sums secured by this Security Instrument, Including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Borrower's obligation to pay the sums secured by this Security Instrument, Including Continue 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 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 persengan 14 above and applicable law. The notice will also contain any other information required by applicable law.

20. Hazardous 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 pappropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental Law of which Borrower has actual knowledges. If Borrower laws, or is notified

The second section of the second section is a second of the second secon

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 a policable 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, 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 reinstate after 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 of all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, if Lender Invokes the power of sale and any other remedies permitted by applicable law. Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the time required by applicable law and after publication of the notice of sale. Trustee and Lender shall take such action regarding 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 the terms designated in the notice of sal

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 Instrumen shall amend and supplement the coverhis Security Instrument. [Check applied to the coverhis security Instrument.]	t, the covenants and agreements of each su enants and agreements of this Security Instru icable box(es)]	ch rider shall be incorporated into and
Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify]	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Bor Security Instrument and in any ride	rower accepts and agrees to the terms er(s) executed by Borrower and recorded	and covenants contained in this with it.
X	Malaiel.	-//
STATE OF WASHINGTON  _	MY COMMIS' September	
On this 9 day of	June 2000 before of Washington, duly commissioned	re me the undersigned, a Notary and sworn, personally appeared
to me known to be the individual individual free and voluntary act and deed, fr	dual(s) described in and who execute the / he signed and sealed the said in or the uses and purposes therein mention cial seal affixed the day and year in this c	nstrument as <u>his/her/thefr</u>
My Commission expires: $q$ $\sim$	13-2003	all a
	Notary Public in and for the	State of Washington residing at:
TO TRUSTEE:	REQUEST FOR RECONVEYANCE	
directed to cancel said note or no	ler of the note or notes secured by this C iss secured by this Deed of Trust, have ites and this Deed of Trust, which are d low held by you under this Deed of Trus	been paid in full. You are hereby
DATED:		
	a corperation,	
	Ву	<u> </u>
Mail reconveyance to		
Washington		
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#### EXHIBIT A

A tract of land located in Section 4, Township 1 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of said Section 4; thence West along the North line of said Section 4 a distance of 1,500 feet to the true point of beginning of said tract; thence South along the East line of said tract a distance of 522.45 feet; thence South 73° 33' 00" West 250 feet; thence North 84° 18' 00" West 400 feet; thence North 66° 00' 00" West 345 feet, more or less, to the Westerly bank of a creek commonly known as Indian Mary Creek; thence Southerly along said Westerly bank to the mean high water line of Franz Lake; thence Westerly along said high water line to a point which is 1,700 feet West of the East line of said tract; thence North 300 feet, more or less, to the North line of said Section 4; thence East along the North line of said Section 4 a distance of 1,700 feet to the true point of beginning.

EXCEPT that portion lying North of the Southerly edge of the Burlington Northern Railroad Right of Way.