FILLUÍR 1910. ORÐ SAATT FILLUÍSH FY JYANATA CO, TJU

2 2 2 10 53 M '(0) GARY H. GLEON

Washington Mutual Bank C/O ACS IMAGE SOLUTIONS 19031 33RD AVE WEST - MS116DPWA LYNNWOOD, WA 98036

Sc/2 2 3349
Washington Mutual

DEED OF TRUST

Loan No. 01-0973-003119976-3 CHARTER TITLE - VANCOUVER 23349 IO1792.CAG

"Borrower"). The trustee is <u>SKAMANI</u>	A COUNTY TITLE CO. a Washington corporation ("Trustee"). The beneficiary
dashington Mutual Bank	Which is organized and exterior and as a
of <u>Mashington</u> , and whose address is	5 1201 Third Avenue Seattle, WA 98101
("Lender").	Borrower owes Lender the principal sum of One Bundaned
Seventy-Nine Thousand Five Hu	indred Fifty & 00/100
ollers (U.S. \$ 179,550100). Thi	s debt is evidenced by Borrower's note dated the same date as the
A SALICIT DE CALL	iges for monthly payments, with the full debt, if not paid acrise, d.
Dayment of the debt evidenced by the	the state of the control of the cont
the transfer of this good of deliced by (the	Note, with interest, and all renewals, extensions and modification
tel and bolitions of all otile	Figure 3. Will interest advanced under necessarial 7 A A
ocurity of this Security Instrument: and	Note, with interest, and all renewals, extensions and modification sums, with interest, advanced under paragraph 7 to protect the company of Borrower's company and modification to the performance of Borrower's company and the performance of
scurity of this Security Instrument: and	(c) the performance of Borrows's course the
ocurity of this Security Instrument; and in Security Instrument and the Note. For	(c) the performance of Borrower's covenants and agreements under this purpose. Borrower irrevocably greats and agreements under
ecurity of this Security Instrument; and in its Security Instrument and the Note. For trust, with power of sale, the following	(c) the performance of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trustering described property located in
ecurity of this Security Instrument; and this Security Instrument and the Note. For trust, with power of sale, the followington.	(c) the performance of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trustee ing described property located in
scurity of this Security Instrument; and a lis Security Instrument and the Note. For trust, with power of sale, the follow ounty, Washington. E 1/4 OF THE NE 1/4 OF SEC 2	(c) the performance of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trustee ing described property located in
ecurity of this Security Instrument; and all security Instrument and the Note. For trust, with power of sale, the follow ounty, Washington. E 1/4 OF THE NE 1/4 OF SEC 2	(c) the performance of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trustee ing described property located in
scurity of this Security Instrument; and a lis Security Instrument and the Note. For trust, with power of sale, the follow ounty, Washington. E 1/4 OF THE NE 1/4 OF SEC 2	(c) the performance of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trustee ing described property located in
ecurity of this Security Instrument; and all security Instrument and the Note. For trust, with power of sale, the follow ounty, Washington. E 1/4 OF THE NE 1/4 OF SEC 2	(c) the performance of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trustering described property located in Ten Reference of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trustering described property located in Ten Reference of Borrower's covenants and agreements under the property located in
ocurity of this Security Instrument; and its Security Instrument and the Note. For trust, with power of sale, the follow pounty, Washington. E 1/4 OF THE NE 1/4 OF SEC 2	(c) the performance of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trustering described property located in Tan Reference Attached
ecurity of this Security Instrument; and the Security Instrument and the Note. For trust, with power of sale, the following ounty, Washington. B 1/4 OF THE NE 1/4 OF SEC 2	(c) the performance of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trusteeing described property located in T2N R5ESEE ATTACHED
ecurity of this Security Instrument; and the Security Instrument and the Note. For trust, with power of sale, the following ounty, Washington. B 1/4 OF THE NE 1/4 OF SEC 2	(c) the performance of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trusteeing described property located in T2N R5ESEE ATTACHED
ecurity of this Security Instrument; and this Security Instrument and the Note. For trust, with power of sale, the following county, Washington. E 1/4 OF THE NE 1/4 OF SEC 2 Page 8 ax Account No.(s): 02-05-20-0-0-	(c) the performance of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trustering described property located in Ten Reference of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trustering described property located in Ten Reference of Borrower's covenants and agreements under the property of the purpose of
ecurity of this Security Instrument; and this Security Instrument and the Note. For trust, with power of sale, the following county, Washington. B 1/4 OF THE NE 1/4 OF SEC 2	(c) the performance of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trusteeing described property located in Tan R5ESEE ATTACHED Total Control Contr
ecurity of this Security Instrument; and this Security Instrument and the Note. For trust, with power of sale, the following county, Washington. E 1/4 OF THE NE 1/4 OF SEC 2 Page 8 ax Account No.(s): 02-05-20-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0	(c) the performance of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trustering described property located in T2N R5ESEE ATTACHED (Street)
ecurity of this Security Instrument; and this Security Instrument and the Note. For trust, with power of sale, the following county, Washington. E 1/4 OF THE NE 1/4 OF SEC 2 Page 8 ax Account No.(s): 02-05-20-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0	(c) the performance of Borrower's covenants and agreements under this purpose, Borrower irrevocably grants and conveys to Trusteeing described property located in Tan R5ESEE ATTACHED Total Control Contr

01-0973-003119976-3

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.

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 furisdiction 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 Taxès 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.

I NESPA I, uness arouner tew treat appress to the Funds also assessed amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Eacrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a redaral appear, instrumentality, or entity (including Lender, if Lender is such an institution whose deposits are insured by a redaral appear, instrumentality, or entity (including Lender, if Lender is such an institution whose deposits are insured by a redaral appear) the Funds and applicable law promits to pay the Eacrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the secrow account, or verifying the Eacrow Items, urless 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 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 are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender accounts to pay the Earow Items when due, Lender may so notify 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 shall pay to Lender the amount necessary to make up the deficiency. Borrower in the funds are accounted by this Security Instrument, Lender shall promptly refund to Borrower applicable in a manual secured by the Security Instrument, Lender shall promptly refund to

Washington 1529B (11-96)

APPENDIC CONTRACTOR

Management of the control of the con BOOK 200 PAGE 483

01-0973-003119976-3

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 shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borower shall promptly 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 nor made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to the same of the restoration or repair is conomically feasible and Lender's centurity in the restoration or repair is conomically feasible and Lender's centurity in the restoration or repair is not economically feasible and Lender's century is not lease 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 softened to settle a claim, then Lender may collect 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. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any app. Jation of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or creations of the payments. If under paragraph 21 the Property for to the acquisition of proceeds are solving from damage to the Property is acquired by Lender, Borrower's principal residence within service and proceeds residing from damage to the Property to the acquisition.

Leasenedds. Servower shall occupy, establish, and use the Property as Borrower's principal residence with a service of the security interest. Bo

from the date of diaburaement 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 shall pay to Lender each month a sum 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 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

01-0973-003119976-3

((•

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 Inwhich the feir market value of the Property Immediately before the taking is equal to di 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.

spplicable law otherwise provides, the proceeds shall be applied to the sums secured by this security instruments or not the sums are then due.

If the Property is abendoned 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 navments.

or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

1. 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 liability 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 made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Johnt and Several Liability: Co-aigners. 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-aigns this Security Instrument but does not execute the Note: (a) is co-aigning this Security Instrument only to mortigage, 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 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 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 permitted limits will be

notice provided for in this Security Instrument shall be general to have been given by federal law and the law of 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.

17. Transfer of the Property or a Beneficial Interest in Borrower.

18. Borrower's prior written consent, Lender may, et 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.

19. 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

Washington 1529D (11-96)

ed make believe in a desirber 1970, the transfer of the property of the proper BOOK 200 PAGE 485

(6

Borrower: (e) pays Lender all sums which then would be due under this Security Instrument and the Note as fire acceleration had occurred; (b) cures any default of any other coverants or agreements; (c) pays all experies incurred to enforcing this Security Instrument, Including, but not limited to, responsible attorners? feets and (d) takes such action as tender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the year of this Security Instrument and the property of the sums secured by this Security Instrument and the property of the sums secured by this Security Instrument and the property of the sums secured by the Security Instrument and the property of the sums secured by the Security Instrument may be acceleration by Borrowed. However, the Instrument may be add once or more times without prior notice to Borrowest in the Note Register of the entity (Rhown as the *Lean Servicer*) that collects monthly payments due under the Note together with this security. There also may be one or more changes of the Lean Servicer. It is a collection to the servicer in the servicer is the collection monthly payments due under the Note together with this security. The security is secured to the servicer is the security of the security is secured to the security of the securi

excess to the person or persons legary entities in the first 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

1529E (11-96)

2 . **4** . . .

Page 5 of 6

01-0973-003119976-3 together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] Condominium Rider Adjustable Rate Rider 1.4 Family Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider **Balloon Rider** Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. JOHN T. MURATA
COMM. #1141736
NOTATY PURIC: CALIFORNA
SACRAMENTO COUNTY
My Corrn. Expires JJL 9, 2001 STATE,OF' Sacramente County ss: On this 19 day of June
Public in and for the State of Weshington, 2000, before me the undersigned, a Notary duly commissioned and sworn, personally appeared to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he sale / they signed and sealed the said instrument as mis/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in this certificate above written. My Commission expires Oc. REQUEST FOR RECONVEYANCE The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. DATED: a corporation. Mail reconveyance to Washington 1529F (11-96) Page 6 of 6 TO BE RECORDED

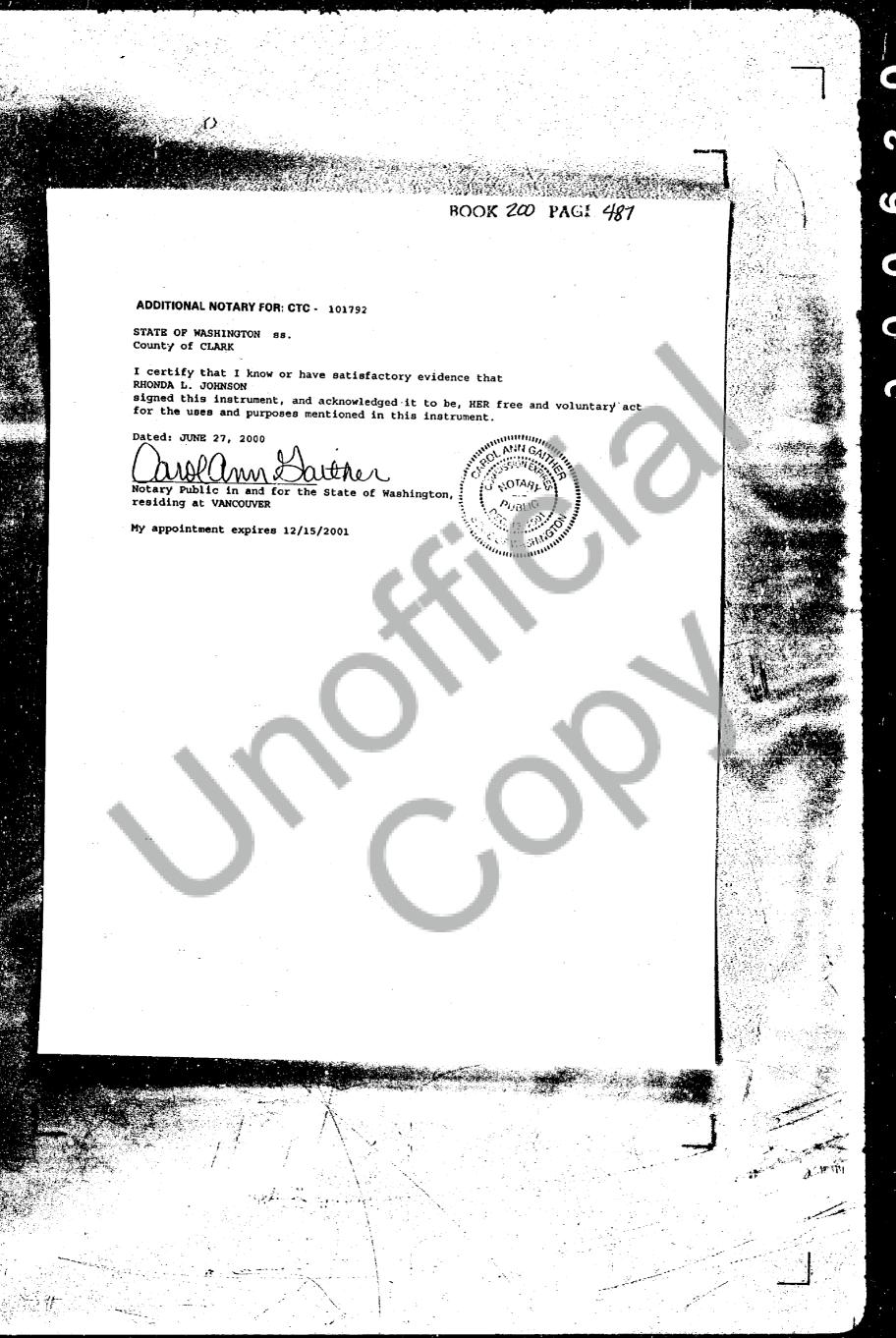


EXHIBIT "A"

A Tract of land in the Scutheast quarter of the Northeast Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeast corner of the Northeast Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian; thence North (10 23' 49' East along the East line of said Northeast Quarter, 268.31 North Half of the Northeast Quarter of the Northeast Quarter, 268.31 North Half of the Northeast Quarter of the Northeast Quarter, 704.59 feet to the center of a private road, more particularly described on Short Plat approval recorded at Page 43 to 43J of Book 1 of Short Plat, under Southerly along said road easement to the South line of said Northeast Quarter of Section 20, thence South 88° 35' 38" East 655.37 feet to the point of beginning.

Also known as Lot 1 of the Short Plat, recorded in Book 1 of Short Plats, Page 43, Skamania County Records.