FILED FOR RECORD SKANARIA GO, WASH BY PARK COUNTLIITH

FEB 14 | 51 PH OF CAUPY AUDITOR GARY M. OLSON

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

DEED OF TRUST

toan No. __01-0149-002447682-2 CLARK COUNTY TITLE COMPANY 70558

THE DEED OF THIS THE
THIS DEED OF TRUST ("Security Instrument") is made on February 5, 2001 . The
Grantor is JEREMY J GOODSON, a married man as his separate estate and RICHARD
L ROCCA, a married man as his separate estate
(*Rorrower*) The trustee is grant govern
Borrower). The trustee is CLARK COUNTY TITLE COMPANY, a Washington corporation
"Trustee"). The beneficiary is
Washington Mutual Bank , which is organized and existing under the laws of Washington , and whose address is 1201 Third Avenue Seattle, WA 98101
"I anda" I Zevi initia Avenue Seattle, WA 98101
("Lender"). Borrower owes Lender the principal sum ofOne_Hundred
Wenty-Seven Thousand Five Hundred & 00/100
Dollars (U.S. \$ 127,500,00). 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 March 1, 2031 . This Security Instrument secures to Lender: (a) the
epayment 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
his Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee,
II IIUSI, WIIII DOWR! Of sale, the following described property leasted:-
County, Washington.
SEE ENLIGHT A ATTACHED HERETO AND MADE A DART HEREON ADDRESS.
SEE ENHIBIT A ATTACHED HERETO AND MADE A PART HEREOF ABBREVIATED LEGAL: PORTION OF LOT 13 & LOT 14. OF WASHOUGAL SUMMER HOME TRACTS
(76) (1) India 1 India 1
(Ph)) edge and a
17.35
Plined.
Tax Account No.(s): 02-05-31-4-0900-00
1/4
which has the address of 9792 WASHOUGAL RIVER ROAD
[Street]
77 (110 (20 m m m m m m m m m m m m m m m m m m m
("Property Address"); [City] [Zip Code]
VASHINGTON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3048 9/90 (page 1 of 6 pages)
529A (11-96) TO BE RECORDED

01-0149-002447682-2

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 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 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 leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly food insurance premiums, if any; end (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. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It 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.

L'RESPATI, unites enother sew that appies to the Funds sets a lesser amount. If so, Lesser may, et all and control to exceed the lesser amount. Lender may estimate the amount of Funds due on the best of current date 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 insured by a federal agency, instrumentality, or entity (including Lender, it Lender is such an institution of in any Faderal Home Loss Bank. Lender shall apply the Funds to pay the Escrow Items, Lender may not charge Borrower for holding and applying the Funds and applicable law secrow account, or verifying the Escrow Items, unless Lender pays Borrower intenset on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pays a neurine charge for an independent real estate lax reporting service used by a under in connection with this loan, unless applicable law provides borrower any Interest or earning on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower and Lender may agree in writing, however, that interest shall and debits to the Funds and the purpose to wer, without carge, 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. Hender shall account to Borrower for the excess Funds in accordance with requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrowi Nerms when due, Lender may so notify Borrower shall make up the Upon payment in full of all summary provides of the property of the security instrument.

Jenne Security in norm of the property, shall apply any Funds held by Lender at the time of acquisition or sale at the Property, shall apply any Funds held by Lender the Note;

Page 2 of 6

TO BE RECORDED

01-0149-002447682-2

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 7.

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 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 not economically feasible and Lender's ecurity is not lessened, if the restoration or or pair is not economically feasible and Lender's ecurity is not lessened, if the restoration or repair is conomically feasible and Lender's ecurity is not lessened, if the restoration or repair is not economically feasible and Lender's ecurity is not lessened, if the restoration or repair is not economically feasible and Lender's ecurity is not used to a conomically feasible and Lender's up to the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property and collect his 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 of crivile 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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property is acquired by Lender, Borrower's principal residence within sixty days after the execution of this Security instrument and shall continue to occupy the Property is acquired by L

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 insurance previously in effect, from an alternate mortgage insurance coverage is not available, Borrower 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 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 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

TO BE RECORDED

01-0149-002447682-2

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 pertial 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 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 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.

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 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 payments.

Unless Lender and Botrower 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.

11. Borrower Not Released; Forbearance By Lender Not a Walver. 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. Lender 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 of 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; Joint and Severial Liability. Co-algorers. The covenants and agreements of this Security Instrument shall blind 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 anseveral. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is 60-signing this Security Instrument only to mortgage, 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 amy agree to extend, modify, forbear or make any accommedations 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 incontainty in the protein of the provision of the subject of the Proper

- 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 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 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)

Page 4 of 6

TO BE RECORDED

1

Borrower: (a) pays Lender all sums which then would be due under this Security Instrument And the Note as it in encoderation had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incuired in enforcing this Security Instrument, beducing, but not limited to, reasonable attorneys' feet; and (d) takes such actions and covered to obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement and the occurred in the obligations secured by this Security Instrument shall continue unchanged. Upon reinstatement had occurred. However, this obligation is secured by the sums all remain fully effective as if no acceleration had occurred. However, the logic secured by the security instrument and the pays and the occurred. However, the Note case of acceleration under payagids in 17.

19. Sale of Note; Change of Lean Servicer. The Note case of acceleration under payagids in 17.

19. Sale of Note; Change of Lean Servicer. The Note case of acceleration under payagids in 17.

19. Sale of Note; Change of Lean Servicer to Note sale of the Note. If there is not the entity (Innown as the "Lean Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lean Servicer uncelled to a sale of the Note. If there is a change of the Lean Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The rollice will state the name and address of the new Lean Servicer and the address to which payage of the Lean Servicer and the address on which the name and address of the new Lean Servicer and the address on which the name and address of the new Lean Servicer and the service and the service and the service and the name and the service and the service and the servicer

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

1529E (11-96)

Military.

Page 5 of 6

TO BE RECORDED

		01-0149-002447682-2
together with this Security Instrume shall amend and supplement the co this Security Instrument. [Check ap	ent, the covenants and agreements of each suc evenants and agreements of this Security Instru plicable box(es))	h rider shall be incorporated into and ment as if the rider(s) were a part of
Adjustable Rate Rider	Condominium Rider	
Graduated Payment Rider		1-4 Family Rider
Balloon Rider	Planned Unit Development Rider	Biweekly Payment Rider
Other(s) [specify]	Rate Improvement Rider	Second Home Rider
1.5		
BY SIGNING BELOW, Bo	Prower accepts and agrees to the terms	and covenants contained in this
e a south mistionier it and it any fix	der(s) executed by Borrower and recorded w	ith it.
		~ . /
X	Luc	
JEREMY J GOOSON		\sim \sim
Blokum H	W/a	~ ~ ~
x Ochuar och	rea	
RICHARD L ROCCA		4.70
•		
		L 1/
OT475 05 111 5		h.
STATE OF WASHINGTON		-
Clark County s	i s :	
911		-
Un this /// day o	of Washington duly somioi before	me the undersigned a Notaci
	Treatment of the contract of t	d sworn, personally appeared
JEREMY J GOODSON and RIC	CHARD L ROCCA	, manual appeared
acknowledged to me that had a	dual(s) described in and who executed he/they/signed and sealed the said inst	the foregoing instrument and
Tree and voluntary act and dood 4.	or the trace of a said little	rument as his/her/theid-
WITNESS my hand and offi	cial seal affixed the day and year in this cen	tificate above weight
AF 30. 1	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	uncate above written.
My Commission expires: 9/45/	hat	
, Seminosion expires. 793/6	Il fleight from	alman
······	Notary Public in and for the St	ate of Washington regiding et.
OFFICIAL SEA	L Camas wa	shing fon
MERYLE LYNN PA	YHAN } Meryle hyw	Paxman
	V113/C4	
Notary Public — State of Wa		
My Commission Expires 9	J-15-01 3	
········	~~~	
Washington	T	
1529F (11-96)	Page 6 of 6	MA 94
	1 430 0 01 0	TO BE RECORDED

Exhibit A

The East half of Lot 13 and the West three-fourths of Lot 14, WASHOUGAL SUMMER HOME TRACTS, according to the plat thereof, recorded in Book "A" of plats, page 78, records of Skamania County, Washington.

EXCEPT that portion thereof described as follows:

BEGINNING at a point on the Easterly line of said tract distance Southeasterly 50 feet from the Northeast corner thereof; thence in a Southerly direction to a point on the Southerly line of said tract which is 90 feet distant from the Southwest corner thereof; thence Easterly along the South line of said tract to the Southeast corner thereof; thence in a Northwesterly direction to the Point of Beginning of said excepted tract.