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FILED FOR RECORD SKAHANIA CO. WASH BY HAHATIA CO. TITLE

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CLAWRY

AUDITOR

GARY H. OLSON

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

DEED OF TRUST

Loan No. 01-0875-004241402-9 SKAMANIA TITLE

SETC 23TA

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THIS DEED OF TRUST PROGRESS.	tara a sandina a		700
THIS DEED OF TRUST ("Security Grantor is FREDERICK L. HOLMES AND	instrument") is made on _	February 16	2001 The
Grantor is FREDERICK L HOLMES AND	SUE COSPER. HUSBA	ND AND WIFE	. 1110
		112.13	
	-:-		
("Borrower"). The trustee is SKAMANIA	TITLE . W		
	TALES. a MABRINGTO	n corporation	
Washington Mutual Bank	1 1708	tee). The	beneficiary is
of Washington , and whose address is 1	Which is	organized and exi-	sting under the laws
(*I and - *I	201 Third Avenue S	eattle, WA 98	101
t conder /. b	orrower owes Lender the	orincipal sum of	One Wundwad
Twenty Thousand & 00/100			me nunuren
Dollare III S. 6 a.c.			
Dollars (U.S. \$ 120,000,00). This of Security Instrument ("Note"), which provide:	lebt is evidenced by Borro	wer's note dated th	in a see a distribution
Security Instrument ("Note"), which provide and payable onMarch 1, 2016	s for monthly payments w	with the fall date of	e same date as this
and payable onMarch 1, 2016 epayment of the debt evidenced by the No	This Consults 1		not paid earlier, due
epayment of the debt evidenced by the No of the Note; (b) the payment of all other s	to with the	nstrument secures	to Lender: (a) the
of the Note: (h) the navment of all it	te, with interest, and all r	enewals, extension	s and modifications
of the Note; (b) the payment of all other security of this Security Instrument; and (c)	ums, with interest, advar	ced under naranra	oh 7 to mention
security of this Security Instrument; and (c) his Security Instrument and the Note. For the	the performance of Borros	ver's covenants	of 7 to protect the
res Security Instrument and the Note. For t	nis Durnose Borrowes issue	TO S COVERIANTS and	agreements under
his Security Instrument and the Note. For the trust, with power of sale, the following de county. Washington	scribed property to a second	ocably grants and	conveys to Trustee,
County, Washington.	sourced broberty located to	Sk	amania
SEE LEGAL DESCRIPTION ATTACHED	HERETO AND MADE A	PART UPPER	
Full Local 4		TUESTAIN THE	
Full Legal is on Page 7			14-6500 /
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ax Account No.(s): 02-06-34-0-0-17	00.00	Th	**(med
02 00 34-0-0-17	00-00	_	Select
high has at a second	4		2.00
hich has the address of 342 SKAMANIA	HIGHLANDS DR		
	[Street]		·
KAMANIA , Wash	nington 98648		
[City]	[Zip Code]	("Property Address	i ⁻);
The state of the s	16-ib 0006]		

WASHINGTON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3048 9/90 (page 1 of 6 pages)

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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. 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 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) 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 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.

(*RESPA*), unless another law that applies to the runos secure assert amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in a ecordance with applicable law.

The Funds shall be held in an Institution whose deposits are insured by a federal agency, instrumentality, or entry (including lander, if Lender as uch an Institution whose deposits are insured by a federal agency, instrumentality, or ontry fincluding lander, if Lender as uch an Institution of In any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, lander may not charge Borrower in holding and applying the Encode secrow account, or verifying the Escrow 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 pays Borrower in Lender and applicable law permits Lender to make such a charge. However, Lender pays Borrower in Lender and a policable law permits lander to the Index Service used by Lender shall not be required to pay Borrower any Interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interests the 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 for which each debit to the Funds was made. The Funds are pledged as diditional security for all sums secured by this Security Instrument.

If the Funds held by Lender secand the country Instrument of applicable law, Lender shall account to By Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower is writing, and deficiency. Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall account to by Lender, if I under shall pays any Funds held by Lender shall congress the signal of the property, Lender, prior to

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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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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, tender shall have the right to hold the policies and renewals. If Lender required, Borrower shall promptly give to Lender all receipts of paid premiums and tenewal notices. In the event of loss, Borrower shall promptly give to Lender all receipts of paid premiums and tenewal notices. In the event of loss, Borrower shall group give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly give prompt notice to the United States of the Property demands of the Property and the restoration or repair is conomically feasible and Lender's security is not lessaned. If the restoration or repair is not economically feasible and Lender's security is not lessaned. If the restoration or papir is not economically feasible and Lender's security is not lessaned. Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the Insurance proceeds a softered to settle a claim, then Lender may collect the insurance proceeds. Lender that the Insurance proceeds are of the property of the page and proceeds received. Lender 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 paragraph 2 and 2 or change the amount of the payments. It under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition.

Lessaholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence with this Security Instrument and mall continue to occupy the Property sprincipal residence for at least one year after the date of occupance, unless themselves agrees in wr

this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear 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 mortgage insurance approved by Lender. If substantially equivalent 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 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 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

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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 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.

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 navments.

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 euch 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. Cander shall not be required to commence proceedings against any successor in referred to the forpayment 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. Lender shall not be a walver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Lisbility; Co-signers. 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 co-signify 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. Loan 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 in the remard 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 law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected f

Instrument.

17. Trensfer 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 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 Evoperty 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) pays Lender all sums which then would be due under this Security Instrument and the Note as it no accederation had occurred; (b) cures any default of any other covenants or egreenents; (c) pays at expenses incurred a enforcing this Security Instrument, Including, but not limited to, reasonable extremely feet; and (d) takes such action as Lender may reasonably require to assure that the fier of this Security Instrument, Lender's rights in the Property and Sorrower'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 bereby shall remain fully effective as if no acceleration had occurred. The Security Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a caceleration had occurred. The security Instrument may be sold one or more times without prior notice to Borrower. A sale may result with the cheer of 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 uncleated to a sale of the Note. If there is a change of the Loan Servicer are controlled 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 uncleated to a sale of the Note. If there is a change of the Loan Servicer unclease to the change in accordance with paragraph 14 above and applicable law. The change is accordance with paragraph 14 above and applicable law.

20. Hazardous Subternotic will also contain any other information required by applicable law.

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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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BOOK 206 PAGE 969 01-0875-004241402-9 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)} Adjustable Rate Rider Condominium Rider 1-4 Family Rider
Biweekly Payment Rider Graduated Payment Rider
Balloon Rider Planned Unit Development 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. SUÉ COSPER STATE OF WASHINGTON SCOUNTY SS: On this 30⁺¹ day of Chuldy 3001, before me the undersigned, a Notary Public in and for the State of Washington, only commissioned and sworn, personally appeared PREDERICK L HOLMES and SUE COSPER to me known to be the individual(s) described in and who executed the foregoing instrument; and acknowledged to me that he/she/they signed and sealed the said instrument as his/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. 10.8.201 My Commission expires: A SEAMAN NOTARY PUBLIC 9708ER 8.25 OF WASHIN Washington 1529F (11-96)

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EXHIBIT "A"

PARCEL I

A tract of land located in Government Lot 2 of Section 34, Township 2, 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 the said Government Lot 2; thence West 330 feet; thence South to a point on the Southerly right of way line of the County road leading to the real property platted as Woodard Marine Estates, said point being marked by an iron pipe and being the initial point of the tract hereby described; thence South 116.5 feet to an iron pipe; thence South 15° 30 minutes East to the meander line of the Columbia River; thence in an Easterly direction following the meander line of the Columbia River to a point 80 feet East of the last described course; thence North 15° 30 minutes West to a point 80 feet East of the initial point; thence North to the Southerly right of way line of said County Road; thence in a Southwesterly direction following the Southerly right of way line of said road to the point of beginning.

TOGETHER WITH shorelands of the second class conveyed by the State of Washington fronting and abutting upon the above described real property.

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