93451

BOOK 58 PAGE 415

Filed for Record at Request of RAINIER NATIONAL BANK

THIS SPACE PROVIDED FOR RECORDER'S USE:

Office White Salmon Branch

Address 73 N E Estes,

City and State White Salmon, WA 98672

12558
3-8-29-14-2200

DEED OF TRUST

THIS DEED OF TRUST is made this 9th day of December, 19 81,

between Del Ray and Carmen H. Krall, Grantor,

whose address is Box 743, Carson, WA 98610

Skamania County Title Company, Trustee,

whose address is 43 Russell Street, Stevenson, WA 98648

and RAINIER NATIONAL BANK, Beneficiary, at its above named address.

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

Lot 4 of Columbia Heights, as per Plat recorded in Book A of Plats at page 136, Records of Skamania County, Washington;

Together with that portion of the said Platted property lying between the Easterly Line of said Lot 4 produced South 00° 20' East and the Westerly Line thereof produced South 00° 20' East and extending from the Southerly Line of said Lot 4 to the Northerly Line of Cedar Street as shown on said Plat.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) SS
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY
Sky C. Title Co
OF Stevenson Wa
AT 2:15 P M. 12-11 19 81
WAS RECORDED IN BOOK 58
OF Mtg AT PAGE 415
RECORDS OF SKAMANIA COUNTY, WASH
Gary Olson
COUNTY AUDITOR
E. Hufford DEPUTY

DEC 1981 RECEIVED SKAMANIA COUNTY AUDITOR STEVENSON, WASH

Registered E
Indexed, Dir. I
Indirect I
Recorded ✓
Mailed

SUBJECT TO: (mortgage) (deed of trust) dated November 30, 19 77, recorded December 2, 1977 under Auditor's Fee No. 85372 to (mortgagee) (beneficiary) Riverview Savings & Loan

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Eight Thousand Three Hundred Fifty Two and 73/100 Dollars ($ 8,352.73) with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and all other sums payable under the terms of said note and/or this Deed of Trust.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

6. To promptly and fully perform all of the obligations of the mortgagor or Grantor under the now existing first mortgage or Deed of Trust on the property, and to save Beneficiary harmless from the consequences of any failure so to do.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the rate of 12% per annum from the date of such payment, and all such payments, with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award of such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. If the Grantors, or any of them, transfer the property covered by this Deed of Trust, or any part thereof or any interest therein, or shall be divested of their title to the property, or any interest therein, in any manner or way, whether voluntary or involuntary, all indebtedness evidenced by the note secured by this Deed of Trust shall immediately become due and payable at the option of the holder and without demand or notice.

9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Del Ray Krall (Seal)

Carmen H. Krall (Seal)

(Seal)

(Seal)

STATE OF WASHINGTON }
COUNTY OF Klickitat } ss.

On this day personally appeared before me Del Ray and Carmen H. Krall, husband and wife, to me known to be the individual described in and who executed the within foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this [illegible]th day of December 1981

[signature]

Notary Public in and for the State of Washington, residing at White Salmon

STATE OF WASHINGTON }
COUNTY OF ______ } ss.

On this ______ day of ______, 19___ before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ______ and ______ to me known to be the ______ President and ______ Secretary respectively, of ______ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ______ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at ______

REQUEST FOR FULL RECONVEYANCE

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

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby re-