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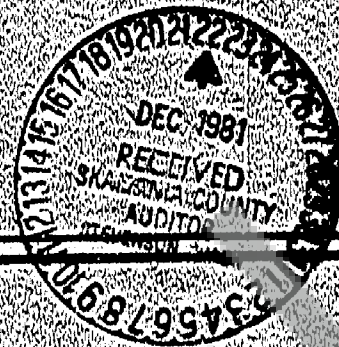
BOOK 58

PAGE 439

Filed for Record at Request of RAINIER NATIONAL BANK

Office White Salmon #034Address Box 67City and State White Salmon WA 98672

THIS SPACE PROVIDED FOR RECORDER'S USE



DEED OF TRUST

THIS DEED OF TRUST is made this 18 day of December, 1981,
 between Jerry L. Habert and Betty A. Habert Grantor,
 whose address is Box 532, 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 22 of Carson Valley Park according to the Official Plat thereof
 on file and of Record at Page 148 of Book A of Plats, Records of
 Skamania County, Washington.

STATE OF WASHINGTON)

COUNTY OF SKAMANIA)

I, Skamania County Auditor, do hereby

INSTRUMENT OF WRITING, DATED BY

Stevenson, WAON 10:35 A.M. Dec 22, 1981WAS RECORDED IN BOOK 58OF mtg AT PAGE 439

RECORDS OF SKAMANIA COUNTY, WASH.

R. M. Olson

COUNTY AUDITOR

A. Neire DEPUTY

Registered ☒
 Indexed ☒
 Directed ☒
 Recorded ☒
 Mailed ☒

SUBJECT TO: XXXXXX (deed of trust) dated February 9, 1979, recorded
February 15, 1979, under Auditor's Fee No. 88058

to Riverview Savings Assoc., a Corp. XXXXXX (beneficiary),
 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 Ten Thousand Seven Hundred Fourteen and 40/100 Dollars (\$ 10,714.40)
 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:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or
 improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which
 may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions

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 to do so.

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 person 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 recite shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances 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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Betty A. Hebert (Seal)

Jerry L. Hebert (Seal)

(Seal)

(Seal)

STATE OF WASHINGTON
COUNTY OF Klickitat

On this day personally appeared before me
Jerry L. and Betty A. Hebert

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
15th day of December, 1981

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

STATE OF WASHINGTON
COUNTY OF _____

On this day of _____, 19____
before me, the undersigned Notary Public in and for the State of Washing-
ton, 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 corpora-
tion, 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

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