

93839



PIONEER NATIONAL TITLE INSURANCE

ATCOR COMPANY

Filed for Record at Request of

Name: WALLACE, POWELL &amp; GIBONEY

Address: S. 176 Stevens

City and State: Spokane, WA 99204

PNTI File No.

80058 PAGE 571

THIS SPACE PROVIDED FOR RECORDER'S USE	
STATE OF WASHINGTON SS:	
COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT IS IN DUE AND SUFFICIENT FORM BY	
Wallace Powell Giboney	
Spokane	
At 11 AM April 9, 82	
NAT'L REC'D APR 9 1982 58	
REC'D BY SKAMANIA CO. WASH.	
QTY 571	
S. M. Olson	
COUNTY AUDITOR	
A. Nau	

## DEED OF TRUST

THIS DEED OF TRUST, made this day of April, 1982,

between WILLIS G. GREEN and MARILYN J. GREEN, husband and wife Grantor,  
whose address is P. O. Box 144, White Salmon, Washington, 98672.PIONEER NATIONAL TITLE INSURANCE COMPANY, a corporation, Trustee whose address is West 521 First,  
Spokane, Washington, and PAYLESS CAR RENTAL SYSTEM, INC., a Nevada  
corporation,

Beneficiary whose address is West 903 Comstock Court, Spokane, Washington, 99203.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real  
property in Skamania County, Washington:A tract of land located in the South half of the Northeast quarter  
of Section 22, Township 3 North, Range 10 E.W.M., described as  
follows:

Beginning at a point south 89°33' west 974.81 feet from the quarter  
corner on the east line of the said Section 22; thence south 89°33'  
west 56.32' feet; thence north 00°29' east 271 feet; thence south  
89°33' west 130 feet to the initial point of the tract hereby des-  
cribed; thence south 89°33' west 480.54' feet to the west line of  
the East half of the East half of the Southwest quarter of the  
Northeast quarter of the said Section 22; thence south 00°29' west  
71' feet; thence south 56°43' east 324.58' feet; thence north 89°33'  
east 208.99' feet to a point south 00°29' west from the initial  
point; thence north 00°29' east 252' feet to the initial point



4. To defend any action or proceeding purporting to affect the security hereof, or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in 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 or 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 Trustees 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 obligations 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 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. 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.

*Willes G. Green* (Seal)

(Seal)

(Seal)

(Seal)

STATE OF WASHINGTON  
COUNTY OF..... ss.

STATE OF WASHINGTON  
COUNTY OF..... ss.

On this day personally appeared before me  
**WILLES G. GREEN and**  
**MARIILYN J. GREEN**  
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

10<sup>th</sup> day of April 1982

Notary Public in and for the State of  
Washington, residing at *Lynnwood*.

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 requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated..... 19.....

Mail reconveyance to.....