

94681

BOOK 58 PAGE 796

Filed for Record at Request of RAINIER NATIONAL BANK

THIS SPACE PROVIDED FOR RECORDER'S USE.

Office White SalmonAddress 73 N. E. EstesCity and State White Salmon WA 98672

56-12753

3-8-17-C-700

DEED OF TRUST

THIS DEED OF TRUST is made this 1 day of September, 1982.between Terry G. Rodgers and Sonja L. Rodgers, Grantor,whose address is Fuller Rd; Carson WA (mailing address-Box 278; Stevenson WA 98648),Skamania County Title Co., Trustee,whose address is 43 Russell St.; 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:

That portion of the South half of the Northeast Quarter of the Southwest Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the South half of the Northeast Quarter of the Southwest Quarter of the said Section 17, thence East 21 Rods; thence South 25 feet to the initial point of the tract hereby described, said point being on the South line of a certain 25 foot private road; thence East 567.6 feet along the South line of said private road; thence South 150 feet; thence West 567.6 feet to a point due South of the initial point; thence North 150 feet to the initial point.

Together with a right-of-way for ingress egress and utilities over across and under Fuller Road designated a private road being the North 25 feet of the South half of the Northeast Quarter of the Southwest Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian.

SUBJECT TO: ~~XXXXXX~~ (deed of trust) dated November 13, 1980, recordedNovember 18, 1980 under Auditor's Fee No. 91588

to Benj Franklin Federal Savings and Loan Assoc. of Portland, (~~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 Eighteen Thousand Seven Hundred Five & 15/100 Dollars (\$18,705.15) with interest, in accordance with the terms of a promissory note or even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of its successors, heirs, or assigns, together thereon at such rate as shall be agreed upon.

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 affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property, to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have loss payable to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
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. 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 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

X- Terry G. RodgersX- Sonja L. RodgersSTATE OF WASHINGTON
COUNTY OF Klickitat

SS.

On this day personally appeared before me

Terry G. RodgersSonja L. Rodgersto me known to be the individual described in and who executed the within foregoing instrument, and acknowledged that they signed the same astheir free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

15 day of Sept, 19 82Notary Public in and for the State ofWashington, residing at White SalmonSTATE 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 _____YANCE,
has been paid.indebtedness secured by the within Deed of Trust. Said
been fully paid and satisfied, and you are hereby re-
terms of said Deed of Trust, to cancel said note above
rust delivered to you herewith, together with the said
the terms of said Deed of Trust, all the estate now

94661

NOTARY PUBLIC
STATE OF WASHINGTON
I HEREBY CERTIFY THAT THE WITHINState of Washington
Sept 15 1982Notary Public
White Salmon