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DEED OF TRUST

THIS DEED OF TRUST is between ELWYN DALE MANSUR AND ELIZABETH MAE MANSUR, husband and wife, whose address is M.E.P. O. 101, STEWART RD., STEVENSON, WA 98648 ("Grantor"); SKAMANIA COUNTY TITLE CO., a WASHINGTON corporation, the address of which is 43 RUSSELL ST., STEVENSON, WA 98648, and its successors in trust and assigns ("Trustee"); and WASHINGTON MUTUAL SAVINGS BANK, a Washington corporation, the address of which is 1101 Second Avenue, Seattle, Washington 98101 ("Beneficiary").

1. Granting Clause Grantor hereby grants, bargains, sells and conveys to Trustee in Trust, with power of sale, the real property in SKAMANIA County, Washington, described below, and all interest in it Grantor ever gets:

All of Lot 11 and Lot 12, except the Westerly 40 feet thereof, of Maple Hill Tracts, No. 1, according to the official plat thereof on file and of record at page 124 of Book A of Plats records of Skamania County, Washington.

together with: all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property, all of which at the option of Beneficiary may be considered to be either personal property or to be part of the real estate.

All of the property described above will be called the "Property." To the extent that any of the Property is personal property Grantor grants Beneficiary, as secured party, a security interest in all such property and this Deed of Trust shall constitute the Security Agreement between Grantor and Beneficiary.

2. Security This Deed of Trust is given to secure performance of each promise of Grantor contained herein, and the payment of NINETEEN THOUSAND AND NO/100 Dollars is 19,000.00 (called the "Loan") with interest as provided in the Note which evidences the Loan, and any renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust, and repayment of money advanced by Beneficiary under Section 6 or otherwise to protect the Property or Beneficiary's interest in the Property. All of this money is called the "Debt."

3. Representations Of Grantor Grantor represents that:

(a) Grantor is the owner of the Property, which is unencumbered except by easements, reservations, and restrictions of record not inconsistent with the intended use of the Property, and any existing mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary (Grantor specifically represents that the Property is not encumbered by any real estate contract); and

(b) The Property is not used principally for agricultural or farming purposes.

4. Sale Or Transfer Of Property The Loan is personal to Grantor, and it is agreed that a transfer of the Property to some other person would unreasonably impair Beneficiary's security for the Loan. Accordingly, if the Property or any interest therein is sold or otherwise transferred, the entire Debt shall become immediately due and payable without notice from Beneficiary and bear interest at the Default rate (as that term is defined below) from the date of the transfer until paid in full. In addition, Beneficiary shall have the right to exercise any of the remedies for default permitted by this Deed of Trust.

5. Promises Of Grantor Grantor promises:

(a) To keep the Property in good repair; not to move, alter or demolish any of the improvements on the Property without Beneficiary's written consent; and not to sell or transfer the Property or any interest in the Property without paying off the Debt in full;

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To keep the Property and the improvements thereon insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in the greater of the original amount of the Loan or the replacement value of the Property and improvements as determined by Grantor's insurer, or in a lesser amount recommended by the insurer and accepted by Beneficiary; and to cause all such policies to be endorsed to show the interest of and to be delivered to Beneficiary; and

(f) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance (other than those described in Section 3(a)) over this Deed of Trust in any pleading filed in any action, the assertion alone shall impair the lien of this Deed of Trust for purposes of this Section 5(f).

6. Curing Of Defaults If Grantor fails to comply with any of the covenants in Section 5, including compliance with all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. The amount spent shall bear interest at the default rate (as that term is defined below) and be repayable by Grantor on demand.

7. Defaults: Sale

(a) Prompt performance under this Deed of Trust is essential. If Grantor doesn't pay an installment of the Loan on time, or if there is a breach of any of the promises contained in this Deed of Trust or any other document securing the Loan, Grantor will be in default and the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable at the option of Beneficiary. If Grantor is in default and Beneficiary exercises its right to demand repayment in full, the total amount owed by Grantor on the day of the default, including unpaid interest, will bear interest at a rate six percent (6%) per year higher than the rate Grantor is obligated to pay under the terms of the Note if not in default (the "Default Rate") from the day of the default until repaid in full, and, if Beneficiary so requests in writing, Trustee shall sell the 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 the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust; (iii) the surplus, if any, shall be deposited with the clerk of the Superior Court of the county in which the sale took place to be distributed in accordance with RCW 61.24.080.

(b) 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 the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the

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requirements of law and/or this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona-fide purchasers and encumbrancers for value.

(c) The power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage. Beneficiary may also take such other action as it considers appropriate, including exercising the rights of a secured party under the Uniform Commercial Code.

8. **Condemnation; Eminent Domain** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire

9. Fees And Costs Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable lawyers' fees; in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee is obliged to prosecute or defend to protect the lien of this Deed of Trust; and in any other action taken by Beneficiary to collect the Debt, including any disposition of the Property under the Uniform Commercial Code.

including any disposition of the Property under the Uniform Commercial Code.

10. Reconveyance. 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 Grantor and Beneficiary, or upon satisfaction of the Debt and other obligations secured and written request for reconveyance by Beneficiary or the person entitled thereto.

11. Trustee; Successor Trustee In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary shall 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. Trustee is not obligated to notify any party hereto of a 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.

f2. Miscellaneous: This Deed of Trust shall benefit and obligate the parties, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured by this Deed of Trust; whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. If any provision of this Deed of Trust is determined to be invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed of Trust shall be construed as if not containing the particular provision or provisions held to be invalid; and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

DATED at VANCOUVER Washington this 24th day of MARCH
1983

STATE OF WASHINGTON
COUNTY OF CLARK

On this day personally appeared before me ELWYN RAY MANSUR and ELIZABETH MAE MANSUR
to me known to be the individuals described in the foregoing instrument, and acknowledged that they signed the same as
their free and voluntary act and deed, for the purposes therein mentioned.

opened : day of MARCH

Franklin D. Roosevelt
Notary public in and for the state of Washington
residing at Seattle

REQUEST FOR FULL RECONVEYANCE

REQUEST FOR RELEASE CONVEYANCE
(Do not record. To be used only when note has been paid.)

TO: TRUSTEE

The undersigned is the legal owner and holder of the No all other indebtedness secured by this Deed of Trust, has been any sums owing to you under the terms of this Deed of Trust this Deed of Trust together with the Deed of Trust, and to the estate now held by you thereunder.

On the 1st of January, 1863, the following were appointed:

Digitized by srujanika@gmail.com

WA.
Clayton
County Auditor