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## SHORT FORM

THIS SPACE RESERVED FOR RECORDER'S USE

# DEED OF TRUST

**U.S. Creditcorp**

**INDUSTRIAL LOAN COMPANY**

A. LEASEHOLD ESTATE:

TOGETHER WITH Grantor's interest, if any, in all tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, and all fixtures and property that may be now located upon said real property or may hereafter be installed in or attached to or used in or adapted for use in the operation of the property and improvements, including, but without being limited to, all trees, shrubs, rockeries, retaining walls, walks, driveways, buildings, structures, improvements and fixtures, plumbing, heating, lighting, cooling and ventilating apparatus, awnings, door and window screens, built-in ranges, dishwashers, refrigerators, washers, disposals, dryers and mirrors, rugs, carpeting and other floor covering material, drapery, traverse rods and hardware, all of which property, whether affixed or annexed or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby. Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this Deed of Trust on any property. To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this deed of trust is a security agreement, granting to beneficiary, as secured party, a security interest in any such property and the grantor agrees to execute such financing statements as may be required by the beneficiary and pay, upon demand, filing fees for any such financing statements and continuations thereof.

with interest thereon according to the terms of a promissory note (hereafter "note"), and a subscription agreement and investment certificate, if any (hereafter "certificate"), of even date herewith, payable to Beneficiary or order and made by Grantor, all renewals, modifications or extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

Notwithstanding the provisions of the aforesaid Master Form Deed of Trust, said provisions are hereby amended as follows:

a. The text of paragraph No. 1 is deleted and replaced as follows:

To pay all debts and monies secured hereby, when from any cause the same shall become due. To keep the premises free from statutory and governmental liens of any kind. That the Grantor is lawfully possessed and is the lawful owner of the premises in leasehold estate, has good right and lawful authority to convey the premises in the manner and form herein provided, and that he will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and that this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land. The Grantor upon request by mail will furnish a written statement duly acknowledged of the amount due on this Deed of Trust and whether any offsets or defenses exist against the debt secured hereby. Grantor covenants and warrants that the following liens and encumbrances are the only encumbrances on the property above described (hereafter "Prior Encumbrances"):

Lease, recorded 9-9-80 under AFN 72521, State of Wash., Lessor, Water Front Recreation, Inc., Lessee, and amended 2-10-72. Lease, recorded 4-24-83, under AFN 45696, Water Front Recreation Inc., Lessor James F. Ross and Karen L. Ross, Lessee.

The Grantor further covenants that he will comply with all terms and conditions of the Prior Encumbrances and that there is not now, nor will there be in the future, any default under such Prior Encumbrances. The Grantor grants Beneficiary, the right to inform the holder(s) of the Prior Encumbrances of the existence of this or any other instrument affecting the property and the right to request said holders for notification in the event of default on said Prior Encumbrances. Any default on the Prior Encumbrances shall be a default under this Deed of Trust and the Note and the Certificate, if any. CONTINUED ON REVERSE SIDE HEREOF.

b. References in paragraph 2 of said Master Form Deed of Trust regarding monthly payments of interest due Beneficiary shall not apply if the interest due on the note secured hereby is paid by way of discount (in advance).

c. The provisions of paragraph 3 of the aforesaid Master Form Deed of Trust are incorporated herein except that the "late charge" payable by Grantors thereunder shall be five cents (\$.05) rather than two cents (\$.02) for each dollar overdue on a payment or portion thereof that is not paid within seven (7) days rather than fifteen (15) days commencing with the date it is due.

d. The provisions of paragraph 12 of the Master Form Deed of Trust are incorporated herein except that all references with respect to interest being charged on advances or expenditures is hereby deleted with all other provisions to remain intact.

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust.

The undersigned Grantor requests that any use of said land for agricultural or farming purposes.

The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

James F. Ross

Karen L. Ross

95808

STATE OF WASHINGTON,

County of Clark

On this 25th day of April, 19 83, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James F. Ross to me known to be the individual described in, and who executed the within instrument for him self and also as the Attorney in Fact for Karen L. Ross and acknowledged to me that he signed and sealed the same as his own free and voluntary act and deed for him self, and also as his free and voluntary act and deed as Attorney in Fact for said Karen L. Ross in the capacity and for the uses and purposes therein mentioned, and that said principal is not deceased nor incompetent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Cynthia J. Dineen

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

TL-33 R3 3/77 SAFECO Title Insurance Company - ACKNOWLEDGMENT - SELF AND ATTORNEY IN FACT

#### 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 reconvey, 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       

Continuation, paragraph "a." from reverse side hereof:

Upon any default under the Prior Encumbrances, Beneficiary may, at its sole option, disburse such sums and take such action as Beneficiary deems necessary, in its sole discretion, to protect Beneficiary's interest(s), including but not limited to all sums and actions reasonably necessary to cure such default, including attorneys' fees and entry upon the property to effect such cure. Any such sums disbursed by Beneficiary, together with interest thereon shall become additional indebtedness of Grantor and shall be secured by this Deed of Trust and by the Certificate, if any. Unless Beneficiary and Grantor agree in writing to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note, unless contracting with or collection from Grantor of interest at such rate would be contrary to law, in which event such amounts shall bear interest at the highest rate which may be contracted for or collected from Grantor under applicable law. FOR PURPOSES OF THIS PARAGRAPH, THE TERM "PRIOR ENCUMBRANCES" shall include the real estate contract described above ("Contract"), IF ANY.

Grantor hereby covenants and agrees that Beneficiary shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by Beneficiary pursuant to this paragraph and further agrees that if the Contract is so discharged, Beneficiary shall have all rights of an assignee of the vendor of said Contract. Nothing contained in this paragraph "a" shall require Beneficiary to incur any expense or take any action hereunder.

