

96250

BOOK 59 PAGE 571 450

AFTER RECORDING, RETURN TO:

SHORT FORM

THIS SPACE RESERVED FOR RECORDER'S USE.

CCT 4753 SK
 U.S. CREDITCORP
 INDUSTRIAL LOAN COMPANY
 SUITE 260
 1220 MAIN STREET
 VANCOUVER, WASHINGTON 98660

DEED OF TRUST

U.S. Creditcorp

INDUSTRIAL LOAN COMPANY

THIS DEED OF TRUST is made this 16th day of August, 19 83,
 BETWEEN Ralph H. Lethlean and Linda L. Lethlean, husband and wife, as Grantor,
 whose address is M.P. 0.15R Old Detour, Carson, Washington 98610,
 and Clark County Title Company, as Trustee,
 whose address is 1201 Main Street, Vancouver, Washington 98660,
 and U.S. Creditcorp Industrial Loan Company, a Washington Corporation, as Beneficiary,
 whose address is 1220 Main Street, Suite 260, Vancouver, Washington 98660.

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in
Skamania County, Washington: (hereafter "property" or "premises")

SEE BACK ATTACHMENT

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.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of Forty-one thousand six hundred eighty-five and 12/100

DOLLARS (\$ 41,685.12)

including 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.

By executing and delivering this Deed of Trust and the Note and the Certificate, if any, secured hereby, the parties agree that all provisions of Paragraphs 1-21 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the 12th day of June, 1967, in the Official Records of the Office of the County Auditor of Skamania County, Washington in Volume 46 of Mortgages at pages 37 under Auditor's File No. 68759.

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 fee simple, 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"):

None: Grantor owns premises free from all liens, encumbrances and contracts.

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.

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 property which is the subject of this Deed of Trust is not used principally or primarily 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.

Ralph H. Lethlean
 Ralph H. Lethlean
Linda L. Lethlean
 Linda L. Lethlean

STATE OF WASHINGTON

COUNTY OF Clark

On this 16th day of August, 1983, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ralph H. Lethlean and Linda L. Lethlean, to me known to be

the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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

Lot 2 of the Lethlean Short Plat recorded under Book 1, Page 72, of Short Plats, being a portion of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the West line of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, a distance of 855.81 feet South of the Northwest corner of said Section 17; thence South along the West line of said Section 17 to the right-of-way line of the County Road known and designated Old Detour Road (County Road No. 2331); thence Northeasterly and Easterly along the right-of-way line of said County Road to the Southwest corner of a certain tract of land contracted to be conveyed to Louis D. Alway and Joanne Alway by instrument dated September 21, 1971, recorded October 15, 1971, in Book 63 of Deeds at page 403 under Auditor's File No. 74049, records of Skamania County; thence North 1° 17' 50" East along the West line of said Alway tract and the Northerly extension thereof, to a point on a line drawn Easterly from the point of beginning at right angles to the West line of said Section 17; thence Westerly along said line to the point of beginning.

EXCEPT the West 209 feet as measured along the North line thereof.

EXCEPT any portion conveyed to Skamania County under Auditor's File No. 85810.

AKA: M.P. 0.15R Old Detour, Carson, Washington 98601
Real property also includes one 1973 Homette 24'x 60' Mobile Home.

96250



Registered ☒
Indexed, Dir. ☒
Indirect ☒
Recorded ☒
Mailed ☒

STATE OF WASHINGTON
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Clark Co. Title Co.
OF Vancouver, WA.
AT 12:35 M⁰ 8-19 19 83
WAS RECORDED IN BOOK 59
OF mtg AT PAGE 571
RECORDS OF SKAMANIA COUNTY, WASH.
Gary M. Olson
COUNTY AUDITOR
E. Mansfield