

96444

This Trust Deed made September 26th, 1983, between EUGENE H. NAGEL and BONNIE L. NAGEL  
Husband and Wife, as Trustor, whose address is 1021 NAGEL RD., City of SKAMANIA,  
 County of SKAMANIA, State of WASHINGTON,  
 and CLARK COUNTY TITLE COMPANY, as Trustee, whose address is 1201 MAIN ST,  
 City of VANCOUVER, County of CLARK, State of WASHINGTON, and  
BANK OF AMERICA NATIONAL TRUST AND SAVINGS CO., as Beneficiary, whose address is 108 W. EVERGREEN BLVD.,  
 City of SEASIDE, County of CLARK, State of WASHINGTON.

Witnesseth That Trustor conveys and warrants to Trustee, in trust, with power of sale, the following described property, situated in the County of  
CLARK, State of WASHINGTON:

(SEE ATTACHED EXHIBIT A)



No. U/A  
**TRANSACTION EXCISE TAX**  
**SEP 28 1983**  
 Amount Paid U/A  
 Skamania County Treasurer  
 By [Signature]

such real property not being used principally for agricultural or farming purposes, together with all buildings, fixtures, and improvements thereon, and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, and appurtenances thereunto belonging, now or hereafter used or enjoyed with the property, or any part thereof, subject, however, to the right, power, and authority herein given to and conferred on Beneficiary to collect and apply such rents, issues, and profits;

For the purpose of securing: (1) payment of the indebtedness and all other lawful charges evidenced by a promissory Note of even date herewith having a TOTAL OF PAYMENTS of \$ 1225.00, which consists of an Amount Financed of \$ 5021.40 and a Finance Charge of \$ 3901.30, and made by Trustor payable to the order of Beneficiary; (2) the performance of the agreement made by Trustor in this instrument; (3) the payment of such additional loans or advances as hereafter may be made to Trustor when evidenced by a Note secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed together with interest thereon as herein provided.

To protect the security of this Trust Deed, Trustor agrees:

1. To keep the property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed thereon; to comply with all laws, covenants, and restrictions affecting the property; not to commit or permit waste thereof; not to commit, suffer or permit any act on the property in violation of law; to do all other acts which from the character or use of the property may be reasonably necessary for specific enumerations herein not excluding the general.

If the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on the property, Trustor further agrees: (a) to commence construction promptly and to pursue the same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary; and (b) to allow Beneficiary to inspect the property at all times during construction.

On presentation to Trustee of an affidavit signed by Beneficiary setting forth facts showing a default by Trustor under this paragraph, Trustee is authorized to accept as true and conclusive all facts and statements therein, and to act thereon as provided herein.

2. To provide and maintain insurance against loss by fire and other such casualties as Beneficiary may require in an amount, for such term, and in a company or companies satisfactory to Beneficiary with loss payable clauses in favor of and in a form satisfactory to Beneficiary. In the event of loss or damage, trustor shall give immediate notice to Beneficiary. Beneficiary may make proof of loss and settle and adjust all claims thereunder, applying the proceeds at its option to reduction of the amount due hereunder or to the restoration or repair of the property damaged. Payment of such loss may be made directly to Beneficiary. In the event of the refusal or neglect of Trustor to provide insurance or to maintain the same or to renew the same in a manner satisfactory to Beneficiary, then Beneficiary may itself procure and maintain such insurance and charge the cost thereof to trustor under the provisions of Paragraph 7 hereof.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least ten (10) days before delinquency all taxes and assessments affecting the property, to pay when due all encumbrances, charges, and liens with interest on the property or any part thereof that at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand on Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter on the property for such purposes; commence, appear in, and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at rate of twelve per cent (12%) per annum on the loan until it is paid in full, and the repayment of such sums shall be secured hereby.

8. Not to make any voluntary inter vivos transfer of the premises or any part thereof without first obtaining the written consent of Beneficiary. Any such transfer, if Beneficiary shall not so consent, shall constitute a default under the terms hereof and the Note secured hereby. Beneficiary may cause the same to be foreclosed, and the premises sold, according to law and the provisions hereof.

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It is mutually agreed that:

9. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire or earthquake or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire and other insurance affecting the property, are hereby assigned to Beneficiary, which, after deducting therefrom all of its expenses, including attorneys' fees, may apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

10. At any time and from time to time on written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Note for indorsement (in case of full reconveyance, or cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

11. On any default by Trustor hereunder, Beneficiary at any time, and without notice, either in person or by agent and without regard to the adequacy of any security for the indebtedness secured, may enter on and take possession of the property or any part thereof. The entering on and taking possession of the property shall not cure any default or waive any notice of default or invalidate any act done pursuant to such notice.

12. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

13. On default by the Trustor hereunder of any indebtedness herein secured or in the performance of any agreement hereunder, Beneficiary, at its option, may declare all sums secured immediately due and payable. In such event Beneficiary, at its election, may proceed to foreclose this Trust Deed in the manner provided by law for mortgage foreclosures, or direct the Trustee to foreclose this Trust Deed by advertisement and sale.

14. On default by Trustor and receipt of written request from Beneficiary, Trustee shall proceed in accordance with law to sell the property at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. Any person except Trustee may bid at the sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including reasonable fees of Trustee and Trustee's attorney; (2) to the obligation herein secured; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

15. For any reason permitted by law, Beneficiary, at any time, may appoint or cause to be appointed a successor trustee who shall succeed to all the title, powers, duties, and authority of the trustee named herein or any successor trustee.

16. This Trust Deed shall apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. All obligations of Trustor hereunder are joint and several. The term Beneficiary shall mean the owner and holder, including any pledgee, of the Note secured hereby. In this Trust Deed, whenever the text so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

17. Trustee accepts this trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

18. This Trust Deed shall be construed according to the laws of the State of Washington.

19. Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at the address hereinbefore set forth.

20. Trustor covenants and agrees to and with Beneficiary and those claiming under it, that he is lawfully seized in fee simple of said described real property and has a valid unencumbered title and that he will warrant and forever defend the same against all persons whomsoever.

In witness whereof, the Trustor has signed and sealed this Trust Deed on the day and year first above written.

WITNESSED:

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

*Eugene H. Nagel*  
\_\_\_\_\_  
Trustor  
*Bonnie L. Nagel*  
\_\_\_\_\_  
Trustor

ACKNOWLEDGMENT

STATE OF WASHINGTON

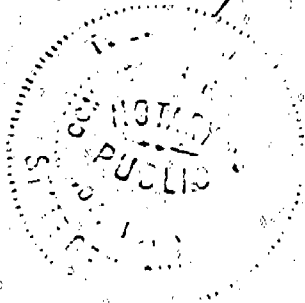
COUNTY OF CLALLAM

On the 26th day of SEPTEMBER, 1983, personally appeared before me *Eugene H. Nagel*, spouses, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires

DECEMBER 15, 1985

*[Signature]*  
Notary Public



ORDER NUMBER 4280

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Exhibit "A"

The South 395 feet of the South Half of the Northwest Quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT County Roads.

EXCEPTING the following described tracts A and B:

TRACT A

BEGINNING at the Southeast corner of the Northwest Quarter of the said Section 19; thence North along the quarter section line 375 feet; thence West parallel to the South line of the Northwest Quarter of the said Section 19 a distance of 1,170 feet; thence South 375 feet to the intersection with the South line of the Northwest Quarter of the said Section 19; thence East along the Quarter section line 1,170 feet to the point of beginning.

TRACT B

That portion of the South 395 feet of the South Half of the Northwest Quarter of said Section 19, lying West of the following described line:

BEGINNING at the Southeast corner of said South Half of the Northwest Quarter; thence West along the South line of said South Half of the Northwest Quarter 1670 feet to the true point of beginning of the following described line; thence North parallel with the East line of said South Half of the Northwest Quarter to the North line of the South 395 feet of said South Half of the Northwest Quarter and the terminus of said line.

Also known as Lot 1 of the Eugene Nagel Short Plat, recorded in Book 2 of Short Plats, at page 21, under Auditor's File No. 85218.

Registered ☒  
Indexed: Dir. ☒  
Indirect ☒  
Recorded ☒  
Filed ☒

STATE OF WASHINGTON  
COUNTY OF SKAMANIA  
I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Clark Co. Title Co.  
For 1305 June 24

AT 11:20 AM 9-28-83

WAS RECORDED IN BOOK 59

OF 716 652

RECORDS OF SKAMANIA

Shirley M. Carson  
County Auditor

By M. J. [Signature]