

98757

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Return to:
Seattle First
805 Broadway
Vancouver 98660
ATTN: Jeanette 2nd Floor

DEED OF TRUST

(GENERAL)

WI-505

THIS DEED OF TRUST is made this 25th day of November, 1983

BETWEEN William L. Crego & Terry H. Fest

as Grantor,

whose address is 15528 N. E. 199th St., Battle Ground, WA 98604

and Safeco Title Insurance

as Trustee,

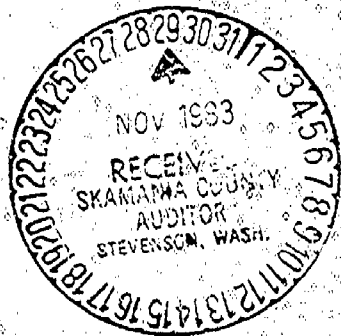
whose address is 303 E. 15th St., Vancouver, WA 98660

and SEATTLE FIRST NATIONAL BANK, S.W. Washington BBC/Vancouver BRANCH, a national banking association,

as Beneficiary, whose address is 805 Broadway, Vancouver, WA 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:

SEE ATTACHED EXHIBIT "A"



together with all interest and estate therein that the Grantor may hereafter acquire and together with the rents, issues and profits therefrom, all waters and water rights however evidenced or manifested, and all appurtenances, fixtures, attachments, tenements and hereditaments, now or hereafter belonging or appurtenant thereto.

Grantor covenants the above described property is not used principally or primarily for agricultural or farming purposes.

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 Twenty Thousand Dollars & 00/100

DOLLARS

(\$ 20,000.00) with interest thereon according to the terms of a promissory note dated November 25, 1983 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.

The Grantor covenants and agrees as follows:

1. To pay all debts and monies secured hereby, when from any cause the same shall become due. To keep the property free from statutory and governmental liens of any kind. That the Grantor is seized in fee simple of the property and owns outright every part thereof, that he has good right to make this Deed of Trust and that he will forever warrant and defend said property unto the Beneficiary, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. 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.
2. To maintain the buildings and other improvements on the property in a rentable and tenantable condition and state of repair, to neither commit nor suffer any waste, to promptly comply with all requirements of the Federal, State and Municipal authorities and all other laws, ordinances, regulations, covenants, conditions and restrictions respecting said property or the use thereof, and pay all fees or charges of any kind in connection therewith. Grantor shall permit Beneficiary or its agents the opportunity to inspect the property, including the interior of any structures, at reasonable times and after reasonable notice.
3. To maintain unceasingly, insurance, with premiums prepaid, on all of the property that is the subject of this Deed of Trust, or hereafter becoming part of said property, against loss by fire and other hazards, casualties and contingencies, including war damage, as may be required from time to time by the Beneficiary. Such insurance shall be in such amounts and for such periods of time as Beneficiary designates and shall provide loss payable clauses (without contribution) in favor of and in form satisfactory to the Beneficiary. Grantor covenants upon demand of Beneficiary to deliver to Beneficiary such policies and evidences of payment of premiums as Beneficiary requests.
4. To pay all costs of suit, cost of title search and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay in full at least thirty (30) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes imposed upon, reasonable costs, fees and expenses of this Trust. On default under this paragraph Beneficiary may, at its option, pay any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.
6. To repay immediately on demand to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure at the rate of twelve percent (12%) per annum or the maximum rate permitted by law, if higher, until paid; and the repayment thereof shall be secured hereby. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such demand will, at Beneficiary's option, constitute an event of default hereunder, or, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.
7. Time is of the essence hereof in connection with all obligations of the Grantor herein or in said note. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. All sums secured hereby shall become immediately due and payable, at the option of the Beneficiary without demand or notice, after any of the following occur, each of which shall be an event of default: (a) default by Grantor in the payment of any indebtedness secured hereby or in the performance or observance of any agreement contained herein; or (b) any assignment made by Grantor or the then owner of said property for the benefit of creditors; or (c) any transfer of title made by the Grantor or the then owner of said property to a Grantee or successor in interest without the assumption of all of the terms and conditions herein contained; or (d) any of the following shall occur, with respect to the property, the Grantor or the then owner of said property: (i) the appointment of a receiver, liquidator or Trustee; (ii) the adjudication as a bankrupt or insolvent; (iii) the filing of any Petition for Bankruptcy or reorganization; (iv) the institution of any proceeding for dissolution or liquidation; (v) if Grantor be unable or admit in writing an inability to pay his debts when due; or (vi) a default in any provision of any other instrument which may be held by Beneficiary as security for said note, including the loan agreement and related documents, the terms and covenants of which are incorporated herein by reference as though fully set forth herein. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder. In event of such default 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 (RCW Chapter 6E.24 as existing now, or hereafter amended) and the Uniform Commercial Code of the State of Washington where applicable, 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 in accordance with said Deed of Trust Act. 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 encumbrancers for value. 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 and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. At any time Beneficiary may appoint in writing a successor trustee, or discharge and appoint a new Trustee in the place of any Trustee named herein, 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.

WITNESS the hand(s) and seal (s) of the Grantor (s) on the day and year first above written.

William L. Crego
William L. Crego

William L. Crego by
Terry H. Fest

POA for Terry H. Fest

STATE OF WASHINGTON

COUNTY OF Clark

On this 25th day of November, A.D. 19 83, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared William L. Crego

to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his
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.

STATE OF WASHINGTON

COUNTY OF

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

On this _____ day of _____, A.D. 19____, before me, the undersigned, a 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 within and 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 each stated that he was 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 in this certificate above written.

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

REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this deed of trust.

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 evidence 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 _____

96757

BOOK 59 PAGE 825

EXHIBIT "A"

A portion of the South Half of Section 19, Township 3 North, Range 10 East, W.M., State of Washington, County of Skamania, described as:

That portion of the West Half Southeast Quarter of Section 19 lying North of Cook-Underwood County Road #93041 and East of Ausplund County Road #3091; EXCEPT that portion of the North 66 feet lying North of Kollock-Knapp County Road #31300; PLUS that portion of Lot 5 of SEELEY'S SUBDIVISION lying East of Ausplund Road as shown on the documents recorded in Book 1 of Plats at Page 15, and in Volume 1 of Surveys at Page 259, records of said County; subject to the location of Kollock-Knapp Road.

PARCEL 1

That portion of the Southwest Quarter Southeast Quarter of Section 19 lying Southerly of the Cook-Underwood Road as described in Book 71 of Deeds at Page 854, and Easterly of a line described as beginning at a point on the South line of said Section 19, S 89° 37' 43" W 359.52 feet from the Southeast corner of said Southwest Quarter Southeast Quarter; thence N 47° 43' 07" E 198.73 feet coincident with and adjacent to that tract recorded in Book 61 of Deeds at Page 840, all in records of said County, to intersect with said Cook-Underwood Road.

11/25/83 William L. Crego
William L. Crego for
POA for Terry H. Fest

STATE OF WASHINGTON, SS.
COUNTY OF SKAMANIA)
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING IS BY
Ska Co Title Co
OF Stevenson Wa
AT 3:45 PM 11-29-83
WAS RECORDED IN BOOK 59
OF mtg 823
RECORDED BY Ska Co Title Co
Gary M. Allen
E. McLeod