

Filed for Record at Request of

SK 5242 SK

Name Metropolitan Mortgage & Securities Co., Inc.

Address W. 929 Sprague Avenue

City and State Spokane, Washington 99204

THIS SPACE PROVIDED FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST, made this 29th day of November

1983

between PATRICK S. CONNOLLY and LENETTE L. CONNOLLY, husband and wife

Grantor.

whose address is MPO .13 R. Harder Road, Washougal, Washington 98621

Clark County Title Company, a corporation

Trustee, whose address is 1201 Main Street,

Vancouver, Washington 98660

Life Assurance Company

Beneficiary whose address is W. 929 Sprague Avenue, Spokane, Washington 99204

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property

in Skamania

County, Washington:

Lots 1 & 2 of Short Plat recorded in Book 2 of Short Plats, page 215, also described as follows:

The North 660 feet of the West 1320 feet of the North half of the Southwest quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian.

EXCEPT the West 660 feet thereof.

TOGETHER WITH a 60 foot road easement over and across the South 60 feet of the North 690 feet of the North half of the Southwest quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, EXCEPT the West 610 feet thereof.

No. 118
TRANSACTION EXCISE TAX

DEC 5 1983

Amount Paid 1/18

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, fixtures, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained and payment of the sum of THIRTEEN THOUSAND FOUR HUNDRED EIGHTY-TWO and 72/100

Dollars (\$ 13,482.72) with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and 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.

This Deed of Trust is junior and inferior to that certain

N/A

dated

N/A

to or between

N/A

and to that certain

N/A

dated

N/A

to or between

N/A

As a part of the consideration herein the grantor agrees to keep all conditions and covenants contained in said promissory note in full force and effect, and any default in any of said conditions or covenants shall be deemed a default herein and the beneficiary shall have the option of enforcing the same by foreclosure of the Note secured at its face value plus interest as set forth hereinbelow or to make demand upon the grantor to correct such default in writing within 10 days and upon his failure to do so in accordance with said demand the beneficiary may proceed with all the legal remedies including foreclosure of this Deed of Trust and any other security given simultaneously herewith in accordance with said default.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, together with a \$50.00 advance fee for each such payment, shall be added to and become a part of the debt secured in this Deed of Trust and shall thereafter bear interest at the rate set forth in the note secured hereby.

7. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award of such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustees shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event 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, 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 to the persons entitled thereto.
5. 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 encumbrances for value.
6. 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; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may 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. 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.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Patrick S. Connolly (Seal)
PATRICK S. CONNOLLY
Lenette L. Connolly (Seal)
LENETTE L. CONNOLLY
(Seal)
(Seal)

STATE OF WASHINGTON } ss.
COUNTY OF Clark }
On this day personally appeared before me
Patrick S. Connolly and
Lenette L. Connolly
to me known to be the individual described in and
who executed the within foregoing instrument, and
acknowledged that they signed the same as

their free and voluntary act and deed, for
the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

11th day of November 1983
Elizabeth A. Dmel
Notary Public in and for the State of
Washington, residing at *Home WA*

STATE OF WASHINGTON } ss.
COUNTY OF }
On this day of 19
before me, the undersigned 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 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 stated that
the seal affixed is the corporate seal of said corporation.
Witness my hand and official seal hereto affixed the day and year first
above written.
Notary Public in and for the State of Washington.
residing at

REQUEST

Do not record

TO: TRUSTEE.

The undersigned is the legal owner and holder of the
with all other indebtedness secured by said Deed of Trust,
payment to you of any sums owing to you under the terms
of indebtedness secured by said Deed of Trust deli
out warranty, to the parties designated by the terms of said

Mail reconveyance to

Dated 19

96781

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF TRUST WAS FILED BY
Clark Co. Sutter Co
11-53 12-5-83
59
840
MTg
Shirley M. [Signature]
E. [Signature]