

98124

BOOK 60 PAGE 672

## DEED OF TRUST

This deed of trust made on August 29, 1984, between  
John T. McCreery and Sarah Fuller McCreery, grantors,  
 whose address is 4936 SW Barbur Blvd. No. B-1  
 City of Portland, County of Multnomah  
 State of Oregon, Clark County Title Company  
 trustee, whose address is 1201 Main Street  
 City of Vancouver, County of Clark  
 State of Washington, and Finance One Industrial Loan Company  
 beneficiary, whose address is 2409 Main Street  
 City of Vancouver, County of Clark  
 State of Washington

Witnesseth: Grantor hereby bargains, sells, and conveys to trustee in trust, with power of sale, the following described real property in the County of Skamania, State of Washington:

Lot 14, Block 10, Third (3rd) addition to plats of the relocated town of North Bonneville, Block 10, recorded in book B of plats, pages 34 and 35, Under Skamania County File No. 85402, Records of Skamania County, Washington.

Property known as: 1014 Chenoweth, North Bonneville, Washington.



STATE OF WASHINGTON } ss  
 COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Clark Co. Title Co  
Box 1308 Vance WA

AT 2:50 PM 8-30 1984

WAS RECORDED IN BOOK 60

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RECORDS OF SKAMANIA COUNTY WITH

Lucy M. Olson  
 COUNTY AUDITOR

E. McCreery DEPUTY

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances, now or hereafter thereunto belonging or in anywise 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 Three thousand five hundred fifty two and 71/100 Dollars (\$ 3552.71 ) in accordance with the terms of the 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 on.

To protect the security of this deed of trust, grantor 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 that 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 on 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 beneficiary and be in such companies as beneficiary may approve, and have loss payable first to beneficiary as its interest may appear, and then to grantor. The amount collected under any insurance policy may be applied on any indebtedness hereby secured in such order as beneficiary shall determine. Such application by beneficiary shall not cause discontinuance of any proceedings to foreclose this deed of trust. In the event of foreclosure, all rights of 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 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 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 herein above described, beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of that debt secured in this deed of trust.

It is mutually agreed that:

7. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to beneficiary to be applied to the obligation.

8. 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.

9. Trustee shall reconvey all or any part of the property covered by this deed of trust to the person entitled thereto on written request of grantor and beneficiary, or on satisfaction of the obligation secured and written request for reconveyance made by beneficiary or the person entitled thereto.

10. On 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 beneficiary. In such event and on 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: (a) to the expense of sale, including a reasonable trustee's fee and attorney's fee; (b) to the obligation secured by this deed of trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto.

11. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property that 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 fact 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.

12. 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.

13. In the event of the death, incapacity, disability, or resignation of trustee, beneficiary may appoint in writing a successor trustee, and on 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. 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 trustee.

14. 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. In construing this instrument the number and gender of words may be changed to meet the context.

In witness whereof, grantor has executed this deed of trust the day and year first above written.

John T. McCreery  
John T. McCreery

Sarah Fuller McCreery  
Sarah Fuller McCreery

State of Washington

County of Clark

ss.

I, Michael J. Baker, notary public, do hereby certify that on this 29th day of August, 19 84, personally appeared before me John T. McCreery and Sarah Fuller McCreery

known to me to be the person or persons described in and who executed the within instrument and acknowledged that he, she or they signed and sealed the same as his, her or their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of August, 19 84.

Notary Public

Notary Public in and for the State of Washington

residing at Vancouver, Washington

My commission expires: September 1, 1987