

98190



Transamerica  
Title Insurance Company

60 724

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name

Address

City, State, Zip

SK-13555

02-05-19-0-0-1000-00

THIS SPACE PROVIDED FOR RECORDER'S USE:

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA )

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING IS BY

Sh. Co. Title Co

OF Stevenson WA

AT 2:30 9-12-84

WAS RECORDED IN BOOK 60

MTg 724

RECORDS OF SKAMANIA COUNTY WITH

Gary M. Olson

COUNTY CLERK

E. Mayfield DEPUTY

## Deed of Trust - ALL-INCLUSIVE

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 4 day of September 1984, between

CHARLES ROBERT WILSON and BARBARA J. WILSON, husband and wife GRANTOR.

whose address is 4830 Hans Nagel Road, Washougal, Washington

TRANSAMERICA TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is  
1200 Sixth Avenue, Seattle, Washington, and DELBERT D. MOSS and SHARON K. MOSS,

husband and wife, BENEFICIARY.

whose address is MPO -07R, Neuquist, Washougal, Washington

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

following described real property in SKAMANIA County, Washington:

SEE ATTACHED LEGAL DESCRIPTION, attached hereto at  
Exhibit "A" and, by this reference made a part hereof.ADDITIONAL TERMS AND CONDITIONS PER RIDER ATTACHED HERETO AND MARKED  
EXHIBIT "B" AND, BY THIS REFERENCE MADE A PART HEREOF.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, 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 FIFTY THREE THOUSAND and No/100 Dollars (\$53,000.00) 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.

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.

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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, with interest at the rate set forth in the note secured hereby, shall be added to, and become a part of the debt secured in this Deed of Trust.

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 or such portions 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 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 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 the 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 purchaser and encumbrancers 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, 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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

APPROVED AND ACCEPTED:

*Delbert D. Moss*  
DELBERT D. MOSS, Date *9/6/84*

*Sharon K. Moss*  
SHARON K. MOSS, Date *9/6/84*

STATE OF WASHINGTON  
COUNTY OF *Clark* } ss.

On this day personally appeared before me  
CHARLES ROBERT WILSON and BARBARA S. WILSON  
to me known to be the individual described in and  
who executed the within and 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  
day of September, 1984.

*Nancy J. Lucas*  
Notary Public in and for the State of Wash-  
ington, residing at *Anacortes*

*Charles Robert Wilson*  
CHARLES ROBERT WILSON

*Barbara S. Wilson*  
BARBARA S. WILSON

STATE OF WASHINGTON  
COUNTY OF } ss.

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Wash-  
ington, 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 corpora-  
tion, for the uses and purposes therein mentioned; and on oath stated that  
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 first  
above written.

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

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

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 evidences 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



ORDER NO. SK-13555  
DESCRIPTION

EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

PARCEL A:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SAID SECTION 19; THENCE EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 453 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID SUBDIVISION 330 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ALONG SAID SOUTH LINE 132 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID SUBDIVISION 330 FEET TO THE NORTH LINE THEREOF; THENCE WEST ALONG SAID NORTH LINE 132 FEET TO THE INITIAL POINT.

PARCEL B:

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 453 FEET EAST OF THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE SOUTH PARALLEL TO THE WEST LINE 330 FEET; THENCE EAST 132 FEET; THENCE NORTH 330 FEET; THENCE WEST 132 FEET TO THE POINT OF BEGINNING; EXCEPT THOSE PORTIONS OF SAID PARCELS A AND B CONVEYED TO SKAMANIA COUNTY FOR NEWQUIST ROAD AND SKYE ROAD.

SUBJECT TO: Mortgage, in favor of RIVERVIEW SAVINGS ASSOCIATION, as mortgagee; and H. LEE GREEN and PATRICIA I. GREEN, as mortgagors, dated April 5, 1977 and recorded on April 7, 1977 at Recording No. 83836 of Skamania County, and mortgage, in favor of RIVERVIEW SAVINGS ASSOCIATION, as mortgagee; and DELBERT D. MOSS and SHARON K. MOSS, as mortgagors, dated November 8, 1982 and recorded on November 12, 1982 at 94997 in Book 58 of Mortgages at page 935, which obligations grantee-beneficiary herein agrees to continue to pay in accordance with the terms, and conditions of said mortgages and this deed of trust.



## EXHIBIT "B"

## TO ALL-INCLUSIVE DEED OF TRUST

GRANTOR: CHARLES ROBERT WILSON and BARBARA J. WILSON, husband and wife.

TRUSTEE: TRANSAMERICA TITLE INSURANCE

BENEFICIARY: DELBERT D. MOSS and SHARON K. MOSS, husband and wife.

This is an All-Inclusive Deed of Trust, subordinate to an existing ~~two~~ Mortgages, which All-Inclusive Deed of Trust secures Grantor's note for \$53,000.00 as herein mentioned. The herein described real property is presently encumbered by ~~two~~ <sup>one</sup> mortgages, both in the favor of RIVERVIEW SAVINGS ASSOCIATION, as mortgagee. H. LEE GREEN and PATRICIA I. GREEN, husband and wife were the mortgagors of the first said mortgage, dated April 5, 1977 and recorded on April 7, 1977 at recording no. 83836. ~~DELBERT D. MOSS and SHARON K. MOSS, husband and wife, were the mortgagors of the second said mortgage, dated November 8, 1982 and recorded at no. 94997 in Book 58 of mortgages at page 235, County of Skamania on November 12, 1982.~~

Beneficiary hereby agrees with grantor to discharge said prior mortgage obligations to the beneficiary mortgagee thereof in accordance with the terms and conditions therein, and to hold Grantor harmless from any liability in connection therewith. Should beneficiary fail in any manner to so discharge the said obligations, the Grantor herein may, at his option, make payments thereon and credit any and all such payments so made against the unpaid balance of the note secured by this Deed of Trust.

Beneficiary further hereby agrees that they will pay RIVERVIEW SAVINGS AND LOAN the amount required as described above in full within 15 years of this Deed of Trust. Beneficiary further agrees that they will repair the roof of said property prior to closing and to share in one half the cost of establishing a collection account with RIVERVIEW SAVINGS AND LOAN ASSOCIATION for the payment of the note in this matter. ~~Beneficiary and grantors hereby agree that the beneficiary shall be responsible for the payment of the note in this matter.~~

*sem BW*  
  
 DELBERT D. MOSS

*sem BW*  
  
 CHARLES ROBERT WILSON

*sem BW*  
  
 SHARON K. MOSS

*sem BW*  
  
 BARBARA J. WILSON

