

98770

DEED OF TRUST

(GENERAL)

THIS DEED OF TRUST is made this 19th day of December 1984

BETWEEN William L. Crego & Terry H. Fest

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

and Safeco Title Insurance

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 P.O. Box 750, 805 Broadway, Vancouver, WA 98666

Grantor hereby agrees to grant, bargain, sell and convey to Trustee in trust, with power of sale, the following described property in Skamania County, Washington

A tract of land in the Southwest Quarter of the Southeast Quarter (SW4 SE4) of Section 19, Township 3 North, Range 10 E.W.M., more particularly described as follows:

BEGINNING at the southeast corner of said Section 19; thence South 89° 09' West along the center line of the Cooks-Underwood Road 1331.28 feet; thence North 65° 39' West 91.61 feet; thence North 43° 05' West along the center line of said road 769.78 feet which point is the initial point of described tract and which is North 629.84 feet and West 1986.79 feet from said section corner; thence South 7° 19' 37" West 400.00 feet, more or less, to the easterly boundary of a tract of land conveyed to Orval H. and Nellie E. Bevans by deed recorded at page 341 of Book 52 of Deeds, Records of Skamania County, Washington; thence North 34° 01' West along said easterly boundary 670.00 feet, more or less, to the center line of the Cooks-Underwood Road; thence easterly along the center line of said road 470.00 feet, more or less, to the initial point. Described tract contains 1.84 acres, more or less;

EXCEPT 30 feet for county road along the north and northeasterly side.

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 appertaining 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 and 00/100---

DOLLARS

is 20,000.00 with interest thereon according to the terms of a promissory note dated December 19, 1984

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 tenable 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

98775

creditors, or to 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 to 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 application 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 61.24 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 fees; (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 is 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 exercise 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.

9. In the event of any transfer (defined below) of all or any part of the property or any interest therein, whether voluntary, involuntary, or by operation of law, beneficiary may, at its option, declare the sums secured by this deed of trust to be immediately due and payable without notice to Grantor (which notice Grantor hereby expressly waives). Upon such declaration, beneficiary may, without further notice to or demand on Grantor, invoke any remedies provided to beneficiary in the event of default by Grantor. This provision shall apply to each transfer, whether or not beneficiary has consented or waived its rights in connection with any previous transfer.

Not less than 30 days prior to any transfer, Grantor shall notify beneficiary in writing of the proposed transfer and shall provide beneficiary with such information concerning the terms and conditions of the transfer and the credit worthiness and financial condition of any proposed transferee as beneficiary may require. Beneficiary shall be entitled to collect a service charge, as used and determined by beneficiary, but in no event in excess of five percent of 1/2 of the amount of the original and foregone secured debt is owed to Grantor or from the transferee, in the event the transfer is made as a condition of, and as compensation for, its consideration of the transfer of the collateral, and whether to waive its right of acceleration.

If beneficiary waives its right of acceleration and if Grantor's successor in interest has executed a written assumption agreement accepted in writing by beneficiary, beneficiary may, but is not obligated to, release Grantor from all obligations under this deed of trust and the note.

In addition to the foregoing and whether or not Grantor's successor in interest is to assume the obligation of Grantor, beneficiary may, at its option, effective upon the date of any transfer, increase the rate of interest payable on the sums secured by this deed of trust and not to exceed the then prevailing interest rate on like loans to like borrowers. Any determination of the then prevailing interest rate by beneficiary shall be conclusive, if made in good faith. If the interest rate is increased pursuant hereto, the amount of the installment payments under any note shall be increased to the amount necessary to amortize the debt during its original term.

The term "transfer" means any sale, encumbrance, conveyance, or other transfer of the property and shall include, in addition to the common and ordinary meaning of these terms and without limiting their generality, transfers to or from nominees or agents, transfers to subsidiary or affiliated entities, transfers to a restricted limited partnership, transfer by any partnership to the individual partners or vice versa, transfers by any corporation to its stockholders or vice versa, transfers in connection with any corporate merger or consolidation, and any lease of the property containing an option to purchase.

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 by
POA for Terry H. Fest

STATE OF WASHINGTON

COUNTY OF Clark

On this 19th day of December, A.D. 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared William L. Crego and William L. Crego by P.O.A. for Terry H. Fest

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

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

Lucille H. Crego
Notary Public in and for the State of Washington,
residing at Vancouver

On this 19th day of December, A.D. 1984, 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 _____

YASCE
the note and this deed of trust

secured by the within Deed of Trust. Said note, together with you are hereby requested and directed, on payment to you of mentioned, and all other evidence of indebtedness secured by reconvey, without warranty, to the parties designated by the