

Washington, residing at _____

residing at _____

100389

REQUEST FOR FULL RECONVEYANCE

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

BOOK 62 PAGE 267

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 convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated Nov. 26, 1985

Klickitat Valley Bank

N. E. Clatterbuck, Vice-President & Manager

Mail reconveyance to The Estate of : Allen Warren, (Deceased), 1.03L Kollock Knapp Rd, Underwood, WA 98651

Warren, Allen L. & Margie L.

SECURITY TITLE INSURANCE

RENEWED

\$ 13,704.63

AUG 20 1984

White Salmon, Washington June 7, 1976

I promise to pay to the order of Klickitat Valley Bank, White Salmon, Washington, Thirteen Thousand Seven Hundred Four and 63/100 DOLLARS, payable in lawful money of the United States of America, with interest thereon in like money, from June 7, 1976 until paid, at the rate of 11 per cent per annum. To be paid as follows:

120 monthly installments of \$188.76 commencing July 15, 1976

and continuing on the same day of each month thereafter until

paid in full.

In case of default in the payment of any of the principal or interest, when the same shall become due and payable, the holder hereof may declare the whole amount due and payable and may immediately institute suit to collect the said entire amount, including principal and interest. The maker... and endorser... hereon severally waive presentment for payment, protest and notice of protest of non-payment of this note, and do hereby agree that it shall be collected by an attorney after maturity and before the commencement of suit hereon 10% on the sum due and unpaid shall be added and paid as attorney's fees for such collection, and, in case suit or action is instituted to collect this note or any portion thereof, I do further promise and agree to pay such sum as the court may adjudge reasonable as attorney's fees in such suit or action, and the venue of such action shall lie in Klickitat County.

No.

01360

Due

Allen L. Warren

Margie L. Warren

DISCLOSURE NOTE

Fixed Rate

(simple interest)

FOR BANK USE ONLY	Account Number	Loan Number	Disbursement Date	Maturity Date	Principal Amount	Call Code	Collateral Code	Officer Number	Officer's Initials
		6937	8-20-84	8-5-88	\$ 6,918.40	13	400	13	<i>JA</i>

Borrower: Allen L. Warren
1.03L Kollock-Knapp Road
Underwood, WA 98651

Bank: Klickitat Valley LBank
Box 279
White Salmon, WA 98672

Klickitat Valley Bank

WHITE SALMON, WA

Principal Amount \$ 6,918.40

PROMISSORY NOTE

Promise to Pay.

I promise to pay the Bank, or order, the Principal Amount shown above, plus interest at the rate of 15.0 percent per annum on the unpaid Principal Amount until paid.

I will pay in 48 payment(s) under at least the following schedule:

- ☒ I will pay 48 payments of \$ 191.42 each. My first payment is due on 9-5-84, and I will pay on the same day of each month after that.
- ☐ I will pay on demand, or if no demand is made then, _____ days after the date of this note.
- ☐ I will pay according to the following schedule:

My payment will be late if not received within ten days of the due date. If a payment is late, I will be charged 5 % of the payment or \$ 20.00 whichever is ☐ greater or ☒ less. My last payment, due August 5, 1988, will be for all of the Principal Amount, together with all accrued interest, that I have not paid before that date. If more than one person signs below, our obligations are joint and several. (This means that the words I, me, and my mean each and all of the borrowers who sign this note.) I will pay Bank at the address named above, or such other place as Bank may designate in writing. I agree that loan fees, if any, are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. The interest rate shall not exceed the maximum rate permitted by applicable law. Early payments will not, unless agreed in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal amount due and I will make fewer payments.

Prepayment.

I may pay early. If I do,

- ☒ I will pay interest of at least \$ 20.00 in addition to any loan fees or other prepaid finance charge. I will pay this minimum interest charge even if this amount of interest has not been accrued, but not if this payment would result in interest beyond that permitted by applicable law.

Default and Rights on Default.

I will be in default if any of the following happens:

- I fail to make any payment when due.
- If I break any promise I have made to the Bank in this or any other agreement with the Bank.
- Any other creditor tries to take any property in which the Bank has a lien or security interest.

The Bank may do any of the following, in addition to any other rights the Bank has, if I am in default:

- The Bank may declare my entire loan immediately due, without notice. I will then pay the Bank the unpaid part of the Principal Amount, any interest that is earned but unpaid, and any reasonable collection costs.
- The Bank may pay someone else to help collect my loan if I do not pay. I also will pay the Bank that amount. This includes, subject to any limits under applicable law, the Bank's reasonable lawyers' fees whether or not there is a lawsuit, including fees on any appeal. I also will pay any court costs. If there is a lawsuit, I agree venue may be in the county in which the Bank is located.
- If the Bank declares my entire loan immediately due after a default, or upon maturity, then any unpaid interest will become part of the principal, and the total sum will bear interest from the date of acceleration or maturity at _____ percent per annum until paid, to the extent permitted by applicable law.

The Bank may delay enforcing any of its rights under this loan without losing them. I waive presentment, demand for payment, protest, notice of dishonor, and notice of every other kind.

I have read this note and I agree to its terms. I acknowledge I have received a completed copy of the note.

Date: August 20, 1984

X Allen L. Warren
SIGNATURE Allen L. Warren

X
SIGNATURE

CREDIT LIFE INSURANCE AND CREDIT DISABILITY ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.

☒ I desire Credit Life Insurance
☐ I desire Credit Life and Disability Insurance

CREDIT
LIFE

\$ 218.40

☐ I do not want either Credit Life or Disability Insurance

☐ I understand that I am not eligible for Credit Life or Disability Insurance

DISABILITY

\$

☐ I desire Credit Life Insurance*

☐ I do not want Credit Life Insurance

☐ I understand I am not eligible for Credit Life Insurance

*(Disability Insurance not available)

DATE

SIGNATURE

8-20-84 X Allen L. Warren TOTAL PREMIUM \$

DATE

SIGNATURE

Only the person(s) signing for Credit Life or Credit Life and Disability Insurance will be insured.

Registered S

Insurance S

Insured S

Filed

Mailed

82366



Pioneer National
Title Insurance Company
WASHINGTON TITLE DIVISION

Filed for Record at Request of

Name Klickitat Valley BankAddress Box 307City and State White Salmon, Wa. 98672

PNTI File No.

REGISTERED
INDEXED: DIR. <u>E</u>
INDIRECT <u>E</u>
RECORDED: <u>1</u>
COMPARED <u>E</u>
MAILED <u>6/24/76</u>

STATE OF WASHINGTON COUNTY OF SKAMANIA	RECORDER'S USE:
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY <u>Klickitat Valley Bank</u> <u>White Salmon, Wa</u> ON <u>1200</u> M <u>6-17</u> 19 <u>76</u> IS RECORDED IN BOOK <u>53</u> AT PAGE <u>317</u> RECORDS OF SKAMANIA COUNTY, WASH. <u>J.P. Todd</u> COUNTY AUDITOR <u>E. McFarland</u>	

DEED OF TRUST

82366

THIS DEED OF TRUST, made this 7th day of June

19 76

between Allen L. and Margie L. Warren

Grantor,

whose address is 1.30 L Kollock-Knapp Road, Underwood, Washington 98651

PIONEER NATIONAL TITLE INSURANCE COMPANY, a corporation, Trustee, whose address is

Goldendale, Wa.

and Klickitat Valley Bank

Beneficiary whose address is Box 307, White Salmon, Wa. 98672

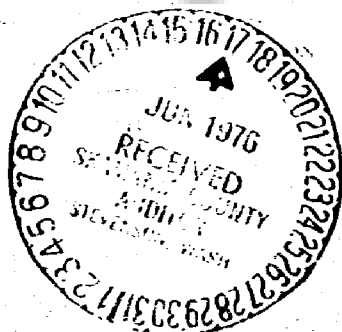
WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real

property in Skamania

County, Washington:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 20, Township 3 North, Range 10 E.W.M. described as follows:

Beginning at the southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 20; thence west along said section line 16 rods; thence north 40 rods, more or less, to the north line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 20; thence east 8 rods; thence north 40 rods, more or less, to the north line of the SE $\frac{1}{4}$ or the SW $\frac{1}{4}$ of the said Section 20; said point being the initial point of the tract hereby described; thence east 132 feet, more or less, along said north line to the northwest corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 20; thence south along the west line of said subdivision to intersection with the center line of County Road No. 3130 designated as the Kollock-Knapp Road; thence in a northwesterly direction following the center line of said road to a point South of the initial point; thence north to the initial point.



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 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 seven hundred four dollars and 63/100

Dollars (\$13,704.63) 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.

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 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.

Allen L. Warren (Seal)
Margie L. Warren (Seal)
(Seal)
(Seal)

STATE OF WASHINGTON
COUNTY OF Klickitat } ss.

On this day personally appeared before me

Allen L. & Margie L. Warren

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

7th day of June, 1976

Barry D. Warren
Notary Public in and for the State of Washington, residing at White Salmon

STATE OF WASHINGTON
COUNTY OF _____ } ss.

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 _____ 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 _____

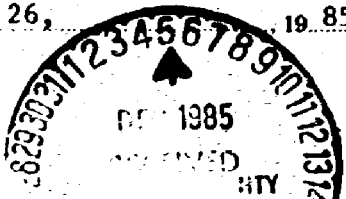
REQUEST FOR FULL RECONVEYANCE

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

BOOK 62 PAGE 267

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 convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated Nov. 26, 1985



Klickitat Valley Bank

N. E. Clatterbuck
N. E. Clatterbuck, Vice-President & Manager

Mail reconveyance to The Estate of : Allen Warren, (Deceased), 1.03L Kollock Knapp Rd, Underwood, WA 98651