Washington.

Family Mailed

SUBJECT TO: (Mortgage) (Deed of	Trust) dated			19	, recorded
SOBJECT TO: Infortgage, Tocco of	3.1	under Auditor's File No.			د څي
0		, dinger Addition 3 Tile 110.	X	(0.0	(Beneficiary);
<b>to</b>				, (Mortgagee	(Delignicialy).

TOGETHER WITH all tenements, bereditaments and appurturances, now or hereafter the thereunto belonging or in anywise appurtaining, and the rents, TOGETHER WITH all tenements, hereditaments and apparticipances, now or hereafter the thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, and all fixtures and property that may be now located upon said real property or may hereafter be installed in or attached to or used in or adapted for use in the operation of the property and improvements, including, but without being limited to, all trees, shrubs, rockeries, retaining walls, walk's, driveways, buildings, structures, unprovements and fixtures, plumbing, heating, lighting, cooling and ventilating apparatus, awnings, door and window screens, builting rafiges, dishwashers, refrigerators, washers, disposals, drivers and mirrors, rugs, carpeting and other floor covering material, drapery traverse rooks and hardware, all of which property, whether affixed or annexed or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby. Grantor agrees to execute and reliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the tien of this Deed of Trust on any property. To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this Deed of Trust is a security agreement, granting to Beneficiary, as secured party, a security interest in any such property and the Grantor agrees such financing statements as may be required by the Beneficiary and pay, upon demand, filing fees for any such financing statements and continuations thereof. statements and continuations thereof.

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

with interest thereon according to the terms of a promissory note of even date herewith, 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 sucessors or assigns, together with interest thereon at such rate as shall be agreed upon.

Grantor covenants that Grantor is lawfully seised and possessed of ownership of the premises in fee simple, has good right and lawful authority to convey the premises in the manner and form herein provided, that the premises are free from liens or encumbrances except as shown above, and that Grantor will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever.

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

of Miscellaneous Records aforesaid

- 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.
- 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?
- 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 and all other prior liens and encumbrances. All policies shall be in such companies as the Beneficiary may approve and have loss payable to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may the 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 avent of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosuro sale
- To defend any action or proceeding purporting to affect the security hereof or the rights expenses, including cost of title search and atturney's fees in a reasonable amount; in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Linst.
- To Pay all costs, fees and expenses in connection with this Deed of Trust, including the expense of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incorred, as provided by statute.
- That any mortgage(s), deed(s) of trust, real estate contract(s), lease(s), or other hents), to which the property is subject, is valid and existing, there has been no breach of the terms thereof by any of the parties thereto, and Grantor will keep and perform Grantor's obligations under any sigh instruments and save Beneficiary happiless from the consequences of any fadure to do so. Grantor will not enterly or permit any amendment or modification of any such save membrany magness from the consenuacity of any minute to any sold and the first on period any such lease, or enter into or permit my fighther mortgage, deed of trust, real errate contract. Jeale, or other been, or surrender possession under any such lease, or enter into or permit my fighther advancement or form of bailes under any such mortgage, deed of frust or real estate contract, without the prior written consent of Beneficiary.

- 7. That the Beneficiary is hereby granted the right to inform all prior mortgagees, beneficiaries, vendors, lessors and the holders of the existence of this forment and the right to request prior mortgagees, beneficiaries, vendors, lessors and other lien holders for notification in the event of default on said mortgage(s), deed(s) of trust, contract(s), lease(s) and other lien(s).
- 8. To duty and punctually pay the principal and interest upon any indebtedness secured hereby, and will perform each and every contribution berein.

It is mutually agreed that:

- 9. In the event any portion of the property is taken of damaged in an eminent domain proceeding, the entire amount of the property is taken of damaged in an eminent domain proceeding, the entire amount of the avent 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.
- 10. 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.
- Upon any default on the part of the Granto in payment of principal and/or interest when due or in keeping and performing any other of the governant and agreements herein contained, the whole of the principal, interest and all other sums secured hereby, shall, at the Beneficiary's declor, hecome and agreements herein contained, the whole of the principal, interest and all other sums secured hereby, shall, at the Beneficiary's declor, hecome with the Deed of Trust. Act of the Stage of Washington, (as amended), at public auction to the highest bidder. Any person except trustee's fee and attorney's fee, the obligation secured by this Deed of Trust. (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place. In addition, without prejudice to Geneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, the Beneficiary may perform any obligations which the Grantor has failed to fulfill by the Grantor has failed to fulfill by the Grantor of the Beneficiary in so doing shall draw interest at the rate set forth in the note secured hereby and shall be repayable payment on the prior mortgage(s), deed(s) of trust, contract(s), lease(s) and other lien(s) pursuant to this covenant, the Beneficiary hyrein makes option be subrogated to the rights of the prior mortgage(s), deed(s) of trust, contract(s), lease(s) and other lien(s) bursuant to this covenant, the Beneficiary of payments so made may be tacked to the palance due under the note for which this instrument is security and at the option of the Beneficiary become immediately due and payments.
- 12. Trastee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which 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 facile evidence of such compliance and construct evidence thereof in layor of bona fide purchasers and encumbrancers for value.
- 13.2 The power of safe 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.
- 14. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled mereto, on written request of the control and the Beneficary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person
- 15. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiacy 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 wested with all nowers 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.
- 16. This Deeds of Trust applies to, inures to the benefit of, and is Binding not onlyon the parties hereto, but no their hours, devisees logatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured herety, whether or not named as.
- 17. The property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.
- 18. The unidersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be marted to him at the address hereinbefore sea forth.

SPECIAL PROVISION &

As Granter 1 understand the loan secured by this Deed of Frust on real property, is personal to me and that my pursual regions of such real property is a material inducement to Beneficiary, to make said loan. If fille to said property is a material inducement to Beneficiary, to make said loan. If fille to said property is all pass from me by deed of otherwise, or said property shall be sold on contract, or if the property shall be vacated by me, then such change in this or occupance shall 8 deemed to increase the risk of Beneficiary and Beneficiary, its sucessors or assigns may declare the entire balance immediately due and paying

WITNESS the hand(s) of the Grantor(s) on the day and year first above written.

Dale Powers

STATE OF WASHINGTON

3 ss.

COUNTY OF ...

Story and

AD 19 8/6

Anne Powers

.... before me, the undersigned, a Notary Public in and for

On this Share of Mashington, duly commissioned and sworn personally appeared

to me known to be the individual, or individuals described in and who ever uteg the within and

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 conficate above written.

KAREN M. ANDREWS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 8, 1989

Notary Publican and of the State of Washington residing in Clark Country

REQUEST FOR FULL RECONVEYANCE

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The undersymbles the legal names undergrider of the note and all other indebtedness secured by the within Deld of Frest to the event of other condettedness squared by said Dend of Trest, has been folly paid and satisfied, and you are lieubly requested and drug bed, measured to versus any same owing to you under the terms of said therefore for said note shove mentioned, and all other cyclenge of order or a really and Dend of Trest, and to reconvey, without warranty, to the partner drug procedure of the form of said there are dely to the partner drug they are there are delivered to the extent manifely year there under the convert said from of the extent manifely they are there under the convert said from of the extent manifely they are their model.