101233 SAFECO

SAFECO TITLE INSURANCE COMPANY

| Filed for Record at Request of | |
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| Name CLARK COUNTY SCHOOL EMPLOYEES CREDIT UNION | FILED FOR RECORD SKAMANIA CO. WASH |
| Address_P.O. POX_1846 | SVAMANIA CRIMY |
| City and State VANCOUVER, WASHINGTON 93668 | Jun 3 9 24 AN '86 |
| | L. Duis, Dep |
| | AUDITOR |
| | BARY M. OLSON |
| DEED OF TRUST | |
| | |
| SK-14159 | |
| 01-05-08-0-0-0600-00 | |
| | |
| THIS DEED OF TRUST, made this 29th day of MAY PATRICK J. BOYLE and MARY ANN BOYLE, husband and wife | , 19 86_, between, Grantor, |
| whose address is MP 2,29L BFILE CENTER RD. WASHOUGAL, WASHINGTON 98 SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is MP 2,29L BFILE CENTER RD. WASHOUGAL, WASHINGTON 98 | ess is 2615 4th Avenue, Scattle, Washington 98125, |
| CLARK COUNTY SCHOOL EMPLOYEES CREDIT UNION | , Beneficiary, |
| 11 | with power of sale, the following described real property unity, Washington: |
| PARCEL I | TOTAL CHARGE OF THE CONTRACTOR CHIPPED |
| ALL THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE SOUTHM OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE M LYING SOUTHERLY OF THE COUNTY ROAD KNOWN AND DESIGNATED AS THE B | eridian, skanania county, washington, |
| PARCEL II | |
| THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARETR OF THE N | ORTHWEST QUARTER OF SECTION 8, |
| TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMA | |
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| which real property is not used principally for agricultural or farming purposes, | |
| appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the This deed is for the purpose of securing performance of each agreement of | he rents, issues and profits thereof. |

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.

Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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

---- Dollars (\$ 35,000.00

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:

Mail reconveyance to

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award of 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 tight 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 Irust to the person entitled thereto, on written 3. The Trustee shall reconvey all or any part of the property covered by this Deed of Irust to the person entitled thereto, on written 3. The Trustee shall reconvey all or any part of the property covered by this Deed of Irust to the person entitled thereto, on written 3. The Trustee shall reconvey all or any part of the property covered by this Deed of Irust to the person entitled thereto, on written

| Banatician or the person entitled thereto. | upon satisfaction of the obligation secured and written request to |
|---|--|
| 4. Upon default by Grantor in the payn herein, all sums secured hereby shall immediate request of Beneficiary, Trustee shall sell the trus at public auction to the highest bidder. Any pe follows: (1) to the expense of the sale, including Trust: (3) the surplus, if any, shall be distributed. | sent of any indebtedness secured hereby or in the performance of any agreement contained by become due and payable at the option of the Beneficiary. In such event and upon written at property, in accordance with the Deed of Trust Act of the State of Washington, (as amended), erson except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as ne a teasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of ed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of obey place. |
| property which Grantor had or had the power thereafter. Trustee's deed shall recite the facts Deed of Trust, which recital shall be prima fac | at the sale its deed, without warranty, which shall convey to the purchaser the interest in the to convey at the time of his execution of this Deed of Trust, and such as he may have acquired showing that the sale was conducted in compliance with all the requirements of law and of this is evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers |
| and encumbrancers for value. 6. The power of sale conferred by this De- | ed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; |
| upon the recording of such appointment in the | disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and e mortgage records of the county in which this Deed of Trust is recorded, the successor trustee trustee. The trustee is not obligated to notify any party hereto of pending sale under any other g in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is |
| brought by the Trustee. | s to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, |
| whether of not hamed as beneficially necessity | t dle Berl |
| | Mary ann Boyle |
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| in the second s | |
| STATE OF WASHINGTON COUNTY OF CLARK On this day personally appeared be | STATE OF WASHINGTON COUNTY OF day of of this, 19, before me, the undersigned, a |
| PATRICK J. BOYLE and MARY ANN BO to me known to be the individual described who executed the within and foregoing ins | d in and Notary Public in and for the State of Washington, duly commissioned and sworn, |
| | gned the |
| and deed, for the uses and purposes there | respectively of |
| DIALIE L. MARKS NOTABY PUBLIC | 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 |
| STATE OF VIASHIN UCM COMMISSION ENGINES MARCH 17, 1990 | 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. |
| 29th day of NAY | 9 86 above written. |
| Notary Public to and for the State of Waresiding at | astrington Notary Public in and for the State of Washington, residing at |
| - | |
| •• | REQUEST FOR FULL RECONVEYANCE |
| [°] Do r | not record. To be used only when note has been paid. |
| TO: TRUSTEE. | |
| The undersigned is the legal owner a | 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 with the said beautiful to said Deed of Trust, to cancel said note above mentioned, and all other with the said Deed of Trust, all lives of the said Deed of Trust, to cancel said note above mentioned, and all other with the said Deed of Trust, all lives of the said Deed of Trust, all li 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 | | | , 1 | 9 | | | | ٠, | |
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