

# Satisfaction of Mortgage

## Know All Men By These Presents:

That COMMUNITY FIRST FEDERAL SAVINGS OF VANCOUVER, a Corporation, organized under the "Home Owners' Loan act of 1933", located at Vancouver, Washington, does hereby certify and declare that certain mortgage bearing date the 3RD day of OCTOBER, 1977, made and executed by

PAUL E. SCHULZ AND BETTY J. SCHULZ

and recorded in the office of the Auditor of SKAMANIA County, State of WASHINGTON, in Book 54 of Mortgages, at page 710, under File No.

on the 4TH day of OCTOBER, 19 77, together with the debt thereby secured, is fully paid, satisfied and discharged.

Dated this 7TH day of JULY, 19 86.

COMMUNITY FIRST FEDERAL SAVINGS  
OF VANCOUVER,  
a Corporation

By AL ENDERUD VICE President,

Attest SHARON ALLEN ASST Secretary ~~DEPUTY~~

Registered  
Indexed, Dir  
Indirect  
Filmed  
Mailed

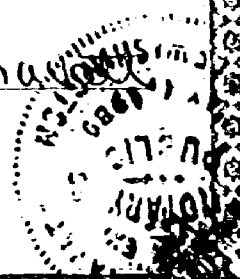
State of Washington, } ss.  
County of Clark,

On this 7TH day of JULY, 19 86, before me personally appeared

AL ENDERUD and SHARON ALLEN to me known  
VICE ASST of the corporation that executed the within instrument, and acknowledged the said foregoing 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 they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Sharon E. Graves  
Notary Public for Washington  
Residing at Vancouver, therein.  
Cumas



08108

# DEED OF TRUST FOR CONSTRUCTION LOAN 101524

THIS DEED OF TRUST, made this 11TH day of JULY, 19 86, between  
 FRED G. TIMPERLEY and CATHERINE R. TIMPERLEY, HUSBAND and WIFE-----Grantor,  
 herein called Borrower, whose address is MP POHL RD., WASHOUGAL, WA. 98671-----  
 CHICAGO TITLE INSURANCE COMPANY-----Trustee,  
 whose address is 1500 D STREET, VANCOUVER, WA. 98663-----,  
 HERITAGE BANK, a corporation-----, Beneficiary, herein called Lender:

WITNESSETH: Borrower hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the  
 following described real property in SKAMANIA County, Washington:

SEE ATTACHED

FILED FOR RECORD  
 SKAMANIA CO. WASH  
 BY *[Signature]*  
 JUN 25 3 35 PM '86  
 AUDITOR  
 GARY M. OLSON

Registered *[Signature]*  
 Indexed, Dir *[Signature]*  
 Indirect  
 Filmed  
 Mailed

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 Borrower herein contained, and payment of the sum of FIFTY TWO THOUSAND and no/100----- Dollars (\$ 52,000.00 ) with interest, in accordance with the terms of a promissory note of even date herewith payable to Lender or order, and made by Borrower, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Lender to Borrower, 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, Borrower covenants and agrees:

BOOK 101 PAGE 993

1. That the Borrower is seized in fee simple of the above-described real 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 Lender, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. The Lender 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 keep the property in good condition and repair; to permit no waste thereof; to perform all construction work expeditiously and continuously in a workmanlike manner and to be completed not later than JANUARY 1, 1987; if work shall cease for a period of fifteen days or if construction progress is such that it reasonably appears to Lender that the completion date cannot be met, this agreement shall be deemed breached; 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.

3. 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.

4. 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 Lender, and be in such companies as the Lender may approve and have loss payable first to the Lender as its interest may appear and then to the Borrower. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Lender shall determine. Such application by the Lender shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Borrower in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

5. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender 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 Lender to enforce any covenant herein or to foreclose this Deed of Trust.

6. 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.

7. Should Borrower fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Lender may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby shall be repaid to Lender by Borrower or shall be added to and become a part of the debt secured in this Deed of Trust, whichever Lender shall elect.

#### IT IS MUTUALLY AGREED THAT:

8. 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 Lender to be applied to said obligation.

9. Time is of the essence hereof in connection with all obligations of the Borrower herein or in said note. By accepting payment of any sum secured hereby after its due date, Lender 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. No waiver by Lender of any default on the part of Borrower shall be construed as a waiver of any subsequent default hereunder.

10. 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 Borrower and the Lender, or upon satisfaction of the obligation secured and written request for reconveyance made by the Lender or the person entitled thereto.

11. Upon default by Borrower 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 Lender. In such event and upon written request of Lender, 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 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 person entitled thereto.

12. 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 Borrower 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 of value.

13. 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; Lender may cause this Deed of Trust to be foreclosed as to a mortgage.

14. In the event of the death, incapacity or disability or resignation of Trustee, Lender 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 Borrower, Trustee or Lender shall be a party unless such action or proceeding is brought by the Trustee.



15. 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 Lender shall mean the holder and owner of the note secured hereby, whether or not named as Lender herein.

16. The Borrower has obtained a short term Interim construction loan from the Lender to construct a 1-4 family residence dwelling on the above-described real property. The loan is to be repaid within one year from the date of this Deed of Trust or upon sale or transfer of the above-described real property, whichever event shall be soonest. If the above-described real property is sold or transferred by agreement, or conveyance, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Lender.

Fred G. Timperley (Seal)  
FRED G. TIMPERLEY

Catherine R. Timperley (Seal)  
CATHERINE R. TIMPERLEY

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

STATE OF WASHINGTON } ss.  
County of CLARK

On this day personally appeared before me FRED G. TIMPERLEY and CATHERINE R. TIMPERLEY, To me known to be the individual(s) 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 11TH day of JULY 1986

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

STATE OF WASHINGTON } ss.  
County of

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.

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 \_\_\_\_\_, 19\_\_\_\_.

Mail reconveyance to:

Unofficial Copy

S.A. F. E. SHORT 17. AT A  
1/4, Sec: 30, T: 2N, R: 5E, BOOK 101 PAGE 996  
Scale: 1"=100'  
REF: SURVEY RECORDED IN BK 1  
of Surveys, page 196, SKAMMIA  
Co. AUDITORS OFFICE  
INDICATES 1/2" IRON SET ROD

Note: Panda Rd. subject to easements for ingress, egress,  
& utilities RECORDED UNDER SKAMMIA Co. AUDITORS FILE  
NO'S 92116, 92118, 92151 & 92239 FILE #15

R. Cummings

PANDA RD (PVT RD. EASMT. TO FOWL COUNTY RD)

N00°17'06"E - 656.16'

164.04'

164.04'

164.04'

164.04'

Lot 4  
2.56 AC

Lot 3  
2.56 AC

Lot 2  
2.57 AC

Lot 1  
2.57 AC

660'

681'

682'

684'

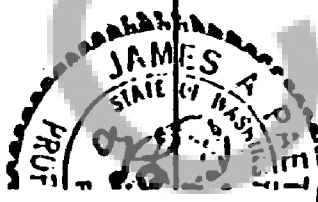
N 89°-04'38" W

N 89°-04'38" W

N 89°-04'38" W

N 89°-04'38" W

N 89°-04'38" W - 685.43'



General Acknowledgment  
Form # 804  
NOTARY PUBLIC - CLERK OF COURTS  
Physical Office in PLACER County  
by Commission Expires May 2, 1994

Notary Public for State of California  
J. J. MUMFORD

STATE OF CALIFORNIA  
COUNTY OF PLACER  
SS.

On May 5, 1981 before me, the undersigned, a Notary Public in and for said County and State, person appeared Jack A. Simpson

to be the person, whose name is subscribed to the instrument and acknowledged that he executed the same

1500- and said said Short Subdivision has been made with the  
free consent and to the satisfaction of all parties. Further, no  
adverse claim has been made, and no other person, and no  
all claims for damages against any governmental agency arising  
from the construction and maintenance of said road.

L. KNOTSEN

Notary Public  
J. J. MUMFORD  
Notary Public for State of California  
Commission Expires May 2, 1994