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WASHCO

BOOK 102 PAGE 800

RIVERVIEW association

Deed of Trust

FILED FOR RECORD AT REQUEST OF:

RIVERVIEW SAVINGS BANK
P.O. BOX 1000
CAMS, WA 98607

WHEN RECORDED MAIL TO:

RIVERVIEW SAVINGS BANK
P.O. BOX 1000
CAMS, WA 98607

Received _____
Indorsed _____
Indirect _____
Filmed _____
Mailed _____

FILED FOR RECORD
RECEIVED OCT 10 1986

C. Litter Co.
Oct 3 10 86 AM '86
S. M. Olson

(RESERVED FOR AUDITOR'S USE)

SK-14294725-430

04-07-35-0-0-0300-00

between John C. Lowry and Peggy B. Lowry, husband and wife,
whose address is P.O. Box 235 Camas, WA 98607

Transamerica Title Company,
whose address is 202 E. Mill Plain Blvd., Portland, OR 97233

RIVERVIEW SAVINGS ASSOCIATION, lender,

whose address is 701 NE 4th Avenue, Camas, WA 98607

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described real property in Skamania County, Washington:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE
MILLAMETTE MERIDIAN.

ALSO KNOWN AS: LOT 2 OF THE GENE T. HOLLOWBERRY SHORT PLAT AS FILED FOR
RECORD IN BOOK 2 OF SHORT PLATS, PAGE 163, RECORDS OF SKAMANIA COUNTY,
WASHINGTON.

together with all leases and estates therein that the Grantor may now own or hereafter acquire and together with all the rents, issues and profits therefrom, however evidenced or manifested, and all appurtenances, fixtures, attachments, tenements, entailments, minerals, including) mineral, oil and gas, upon and under the property and all interest (mineral, oil and gas) in the property, including (mineral, water) water rights and all mining, oil, gas and other rights and leases, and heretofore granted or hereafter to be granted or subsisting in or relating to the property.

This Deed of Trust shall secure: (a) Any and all indebtedness of Grantor evidenced by that certain Guaranty of Payment dated March 28, 1986, whereinby Grantor is bound to pay an amount of \$23,863.19 to Beneficiary; (b) The payment of all other sums, with interest thereon, including attorney's fees, advanced or incurred by Beneficiary in connection with the Deed of Trust or guarantee, and any and all costs of Beneficiary's interest in the property; (c) The performance of Grantor's obligations and covenants contained in the instrument commonly referred to as the "Instrument".

Grantor further covenants and agrees with the Beneficiary as follows:

1. The property subject to this Deed of Trust is not used principally or primarily for agricultural or farming purposes.
2. Grantor is lawfully seized in fee simple of the property conveyed herein and owns outright every part thereof. Or, if applicable, Grantor covenants that Grantor has either sold or purchased the property under a recorded contract and is conveying such interest of Grantor to Beneficiary under this Deed of Trust.
3. Grantor has good right to grant and convey the property, the property is unencumbered except as expressly disclosed in writing to Beneficiary and Grantor will warrant and defend title to the property against all claims and demands of every person claiming any part or interest in the property.
4. Grantor agrees to keep the property free from statutory liens, governmental liens, and any and all other liens or encumbrances of any kind, without the prior express written consent of Beneficiary.
5. Grantor agrees to promptly pay when due the principal and interest on the Indebtedness secured by this Deed of Trust.
6. Grantor agrees to maintain the buildings and all other improvements on the property in a revivable 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 the property or the use thereof and to pay all fees or charges of any kind in connection with the property.
7. Grantor agrees to pay all taxes, assessments, fines and other charges attributable to the property which may attain a priority over this Deed of Trust, including household payments and ground rents, if any, by making payment, when due, directly to the party entitled to the payment. Grantor shall furnish to Beneficiary all notices of amounts due under this paragraph. In the event Grantor shall make payment directly to the party entitled to the payment, Grantor shall furnish receipts to Beneficiary evidencing such payments.
8. Grantor shall maintain insurance on the property, together with any improvements thereon, insuring against any loss by fire, hazards, or any other casualties or contingencies as may be reasonably required from time to time by Beneficiary. The insurance shall be in such amounts and for such periods of time as Beneficiary may designate. All such insurance shall have a loss payable clause in favor of and in form satisfactory to Beneficiary.
9. Beneficiary may make or cause to be made reasonable entries upon and inspections of the property, provided that the Beneficiary shall give Grantor notice prior to any such inspections.
10. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid directly to Beneficiary. In the event of a partial or total condemnation or other taking of the property, the proceeds shall be applied to the Indebtedness secured by this Deed of Trust, with the excess, if any, paid to the Grantor. Unless otherwise agreed in writing by Beneficiary, any such application of proceeds to the Indebtedness secured by this Deed of Trust shall not extend or postpone the due date of the regular installment payments provided for by the terms of the promissory note or any other Indebtedness secured by this Deed of Trust.
11. Grantor agrees that if Beneficiary extends, renews or modifies the terms of any Indebtedness secured by this Deed of Trust or if Beneficiary releases any other security securing such Indebtedness, any and all such extensions, renewals, modifications or releases shall not operate to release, discharge or diminish the liability of Grantor for all Indebtedness secured by this Deed of Trust.
12. In the event of a transfer or all or any part of Grantor's interest in the property, whether voluntary, involuntary or by operation of law, Beneficiary may, at its option, treat such transfer as a default by Grantor and may resort to the remedies provided for in this Deed of Trust. In the event Beneficiary does not choose to treat such a transfer as default under the terms of this Deed of Trust, Beneficiary may, at its option, require all of the following from Grantor:
 - a. Not less than thirty (30) days prior to any such transfer, Grantor shall notify Beneficiary in writing of the proposed transfer and shall provide Beneficiary with such information concerning the name and address of the transfer and the creditworthiness and financial condition of any proposed transferee as Beneficiary may reasonably request.

- b. At the time of the transfer, Grantor agrees to name a trustee, Beneficiary shall be given notice of the transfer and all documentation the which shall not exceed seven (7) days of the date hereinafter set forth by this Deed of Trust.
- c. Beneficiary, at its option, shall be entitled to increase the rate of interest on the Indebtedness secured by this Deed of Trust to a rate not exceeding the greater of (i) up to five percent (5%) per annum above the existing interest rate on the Indebtedness, or (ii) Beneficiary's then prevailing interest rate on like loans so like borrowed. Any determination of Beneficiary's then prevailing interest rate by Beneficiary shall be conclusive if made in good faith. If the interest rate is increased pursuant to this paragraph, the amount of the Indebtedness payable under any promissory notes shall be increased to the amount necessary to amortize the Indebtedness during its original term.
- d. Beneficiary may require Grantor to continue to be bound as a principal to repay all Indebtedness herein secured.
13. If the interest of Grantor in the property secured by this Deed of Trust is either a purchaser's or seller's interest in a contract for the sale of real property, then Grantor hereby specifically acknowledges and agrees that, upon default, Grantor's interest in the property may be foreclosed by Beneficiary, at its sole option: (a) non-judicially according to the State of Washington's Deed of Trust statutes; (b) as a mortgage under RCW Chapter 61.12 et seq; (c) under Article Nine of the Washington Uniform Commercial Code.
14. Grantor hereby agrees that this Deed of Trust shall also be construed as a security agreement under Article Nine of the Washington Uniform Commercial Code. At Beneficiary's request, Grantor agrees to execute and deliver such financing statements as Beneficiary may require to perfect its security interest under the Uniform Commercial Code.
15. As further security for the Indebtedness secured by this Deed of Trust, Grantor hereby assigns to Beneficiary any and all rents, issues and profits of the property and Grantor's interest in all leases now or hereafter affecting the property. Upon notice by Beneficiary, and, in any event, upon default, Beneficiary may directly collect all such lease, rent and other payments due Grantor. Nothing contained in this paragraph shall obligate Beneficiary to perform any of Grantor's duties or obligations under any lease or other agreement affecting the property.
16. The following shall be events of default under this Deed of Trust: (a) Default in the payment or performance, when due or payable, of any Indebtedness secured by this Deed of Trust; (b) Breach by Grantor of any representation, covenant or warranty contained in this Deed of Trust or any other agreement, instrument or document affected or secured by this Deed of Trust; (c) The making by Grantor of any material misrepresentation to Beneficiary for the purpose of obtaining credit or an extension of credit; (d) The issuance of any injunction, attachment, garnishment or levy against any property of the Grantor; (e) The Insolvency of Grantor, an admission by Grantor in writing of Grantor's inability to pay Grantor's debts as they mature or the institution by or against Grantor of any bankruptcy, insolvency, reorganization, debt arrangement, liquidation, dissolution or receivership proceeding; (f) The happening of any event which, in the judgment of Beneficiary, has a material adverse effect upon the business or the financial condition of Grantor or which, in Beneficiary's opinion, impairs the property or materially increases Beneficiary's risk.
17. Upon the happening of any of the above events of default, Beneficiary shall have, in addition to all other rights and remedies at law or in equity, the following rights and remedies: (a) To declare any and all Indebtedness secured by this Deed of Trust to be immediately due and payable; (b) To apply for, with or without notice to Grantor, upon filing a suit to enforce or preserve its rights under this Deed of Trust, for the appointment of receiver, without bond, to take possession of the property and the rents, issues, profits and products affecting the property; (c) To cause foreclosure of this Deed of Trust; (d) non-judicially under the State of Washington Deed of Trust statutes; (e) as a mortgage under RCW Chapter 61.12 et seq; (f) under Article Nine of the Washington Uniform Commercial Code; (g) all the other rights and remedies provided for in this Deed of Trust.
18. All rights and remedies of Beneficiary provided for in this Deed of Trust are intended to be cumulative and not in substitution for any other right or remedy otherwise available to Beneficiary.
19. Grantor hereby waives any right to require Beneficiary to marshal, or to foreclose in the inverse order of alienation, any of the above described property or any other collateral securing Grantor's Indebtedness to Beneficiary.
20. This Deed of Trust shall not be qualified or superseded by course of dealing. No waiver or modification by Beneficiary of any of the terms of this Deed of Trust shall be effective unless the waiver or modification is in writing and signed by Beneficiary. The waiver or modification by Beneficiary of any required performance or obligation of Grantor on any occasion shall be construed as a waiver of Beneficiary's right to require strict performance of all the terms of this Deed of Trust on any future occasion.
21. Upon payment of all Indebtedness secured by this Deed of Trust, Beneficiary shall release Trustee to possession the property and shall surrender this Deed of Trust and all instruments evidencing the Indebtedness secured by this Deed of Trust to the Trustee. Trustee shall reconvey the property without warranty to the person having interest therein. Such person shall pay all costs of reconveyance.

22. Any notice to Grantor provided for in this Deed of Trust shall be given by mailing such notice by registered mail addressed to Grantor or the property address or at such other address as Grantor may designate by written notice to Beneficiary. Any notice to Beneficiary shall be given by communication to Beneficiary's address stated herein.
23. Grantor agrees to pay all Debtor's costs and all legal and attorney, including attorney fees, incurred or paid by Beneficiary in preparing or enforcing its rights under the terms of this Deed of Trust, however or not a judgment is obtained. Attorney fees shall include services rendered at both the trial and appellate level, as well as services rendered subsequent to judgment and obtaining execution thereon. The award of such fees, costs and expenses shall bear interest at the highest lawful rate until paid in full.
24. The covenants and agreements contained in this Deed of Trust shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor. All covenants and agreements of Grantor shall be joint and several.
25. This Deed of Trust shall be governed by the laws of the State of Washington and by the rules and regulations issued by federal agencies with jurisdiction over Beneficiary. In the event of a conflict, the rules and regulations issued by federal agencies shall control.

Mark C. Lowry

Mark C. Lowry

Peggy B. Lowry

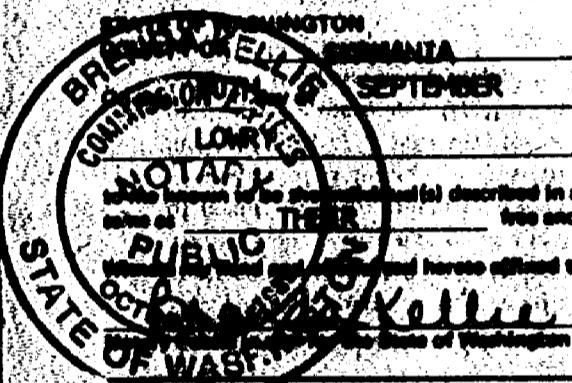
Peggy B. Lowry

(Seal)

(Seal)

(Seal)

(Seal)



} ss.

, 19 86 personally appeared before me MARK C. LOWRY AND PEGGY B.

THEY

signed the

above instrument which instrument(s) described in and who executed the foregoing instrument, and acknowledged that they were at the time and place herein mentioned,

free and voluntary set and doth, for the uses and purposes therein mentioned.

OCTOBER 18, 1989

NOTARIAL COMMISSION EXPIRES

STATE OF WASHINGTON
COUNTY OF

} ss.

personally appeared before me

AND

to me known to be the

President of

Secretary

respectively, of

the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath swear that they are accustomed to sign and execute instruments.

Witness my hand and official and facsimile affixed the day and year first above written.

Notary Public in and for the State of Washington

RECEIPT FOR NOTARIAL SURVEY ANGEL
(Do not initial. To be used only when survey has been paid.)

TO: TRUSTEE

The undersigned is the legal owner and holder of the title and interest herein referred to by the within Deed of Trust. The said owner with all other interests herein referred to by the Deed of Trust, has been fully and fully satisfied. You are hereby released and discharged, as respects to title of any sum owing as compensation for services of said Deed of Trust, to demand the same from the undersigned, or any other person or persons, who may be named as co-signers on the Deed of Trust, or to whom the Deed of Trust may have been transferred, or to whom the Deed of Trust was delivered to you, respectively, heretofore with the Deed of Trust, or to whom the Deed of Trust may have been delivered.

Dated

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Notary Public in and for the State of Washington