SAFECO TITLE INSUPANCE COMPANY



Filed for Record at Request of Name FILLS FO RECORD SKAHA TO WASH Address BY SKAMANIA CO. TITLE City and State SK-14277 DEED OF TRUST ESCROW NO. 422 96-000031

30M THIS DELD OF TRUST, made this G day of December: JAMES M. GRATREAK AND BARBARA ANNE GRATREAK, HUSBAND AND WIFE dirantor. SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 2615-4th Avenue, Seattle, Washington 98125, and LAMES F. CORMACK AND DOROTHY L. CORMACK Beneticiary. whose address is 1644 N.E. 5 AVE. CT., CAMAS, WA WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property County, Washington ın ____ SKAMANIA

THE LEASEHOLD ESTATE IN THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SAID COUNTY:

LOT 31 AS SHOWN ON THE PLAT AND SURVEY ENTITLED RECORD OF SURVEY FOR WATERFRONT RECREATION, INC., DATED MAY 16, 1974, ON FILE AND OF RECORD AT PAGE 1440 OF BOOK "J" OF MISCELLANEOUS RECORDS UNDER AUDITOR'S FILE NO. 77523, RECORDS OF SKAMANIA COUNTY.

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> which real property is not used principally for agricultural or farming purposes, together with all the 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

TWENTY-EIGHT THOUSAND AND NO/100-----, with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneticiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such turther 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 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 sait 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, here, 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

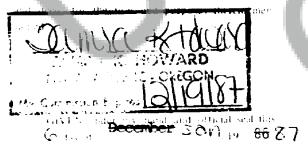
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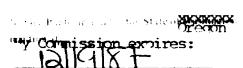
- In the recent insepertion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to the soligation second doreshy, shall be paid to Beneficiary to be applied to said obligation.
- 2. By a copiety payment of any some seconed hereby after its due date. Beneficiary does not waive its right to require prompt payment when due of all other sums so second or to declare default for trade to seepay.
- 2. The Trustee shall reconvey alter any part of the property covered by this Doed of Trust in the person entitled thereto, on written request of the Beneficiary, or open satisfies to in of the obligation see used and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- I pain default by Crantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured betefy shall immediately become due and payable at the option of the Beneticiary. In such event and upon written request of Beneficiary, Trustee or Trustee's authorized agent, shall self the trust property, in accordance with the Deed of Trust Act of the State of Washington, its amended), at public auction to the highest builder. Any person except Frustee may bull at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the 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 the retroor should be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.
- I truster shall deliver to the purchaser at the sale its deed, without warrants, which shall convey to the purchaser the interest in the property which Grantor had to 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 concluded in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facile evidence of such the sale was concluded in the fact of his prima facile evidence of such the sale was concluded in favor of home fiele purchasers and encombrancers for value.
- 6. The prover of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington in not an exclusive remedy; Beneficiary may cause this Deed of Trust to be form losed as a mortgage.
- the event of the death, incapacity, desability or resignation of Trustee. Beneficiary shall appoint in writing a successor trustee, and upon the recording of some agencian or 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 Book to a party orders such action or proceeding is brought by the Trustee.
- 15. This Deed of Trust applies to, mores to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, so it as a conserved essense and essigns. The term Beneficiary shall mean the hobber and owner of the note secured hereby, whether or not manied as Beneficiary shall mean the hobber and owner of the note secured hereby, whether or not manied as Beneficiary shall mean the hobber and owner of the note secured hereby, whether or not manied as Beneficiary shall mean the hobber and owner of the note secured hereby.

JANES M GRATIEN
BARBARA ANNE GRATREAK

On this day personate appeared notice me JAMES M. & BARBARA ANNE GRATREAK

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STATE OF WASHINGTON COUNTY OF

tespectively of

the corporation that executed the foregoing instrument, and acknowledged the said distrument 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 scal attised is the corporate scal of said corporation.

. Witness my hand and official scal 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 TRUSTH

The analysis and is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, there with an other indebtedness secured by said. Deed of Trust has been fully paid and satisfied, and you are hereby requested and the field only prepart to you of any sains owing to you under the terms of said Deed of Trust, to cancel said note above mentioned and all other evidences of indebtvelness secured by said. Deed of Trust delivered to you herewith together with the said Deed of Trust, and to a longer evidence with our arrange to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Date