

102988

Filed for Record at Request of RAINIER NATIONAL BANK

Office Camas

Address 528 NE 4th

City and State CAMAS WA 98607

SK-14449

01-05-17-0-0-1001-00

PERSONAL LINE OF CREDIT
DEED OF TRUST

BOOK 104 PAGE 46

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FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

APR 10 11 40 AM '87

AUDITOR
GARY M. OLSON

THIS DEED OF TRUST is made this 1st day of

April 19 87

between Judy Ann Peet

Grantor,

whose address is MP 24R BELLE CENTER RD.

WASHOUGAL

WA 98647

Skamania County Title Company

Trustee,

whose address is 43 Russell Street, Stevenson, WA 98648
and RAINIER NATIONAL BANK, Beneficiary, at its above named address

WHEREAS Grantor has entered into an agreement with Beneficiary under which Beneficiary agrees to lend to the Grantor from time to time, subject to repayment and reborrowing up to a total amount outstanding at any point in time of Twenty Five Thousand and .00/100 (\$ 25,000.00) Dollars which indebtedness is evidenced by Grantor's Personal Line of Credit Customer Agreement dated April 1 19 87 (herein "Agreement") providing for monthly installments of principal and interest and other charges. The Agreement is incorporated herein by reference as though fully set forth.

TO SECURE to Beneficiary (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of other sums, with interest thereon, advanced to protect the security of this Deed of Trust, and the performance of the covenants and agreements of Grantor herein contained, and (b) the repayment of such further sums as may be loaned or advanced by Beneficiary to Grantor, together with interest thereon at such rate as may be agreed upon, Grantor does hereby irrevocably grant, bargain, sell and convey to the Trustee in Trust, with power of sale, the following described property in Skamania County, State of Washington

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

A PARCEL IN THE EAST HALF OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST HALF OF SECTION 17, THENCE SOUTH 01° 26' 00" WEST, 2,617.13 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE NORTH 86° 10' EAST ALONG A FENCE LINE, 898.30 FEET TO A 1/2" IRON ROD; THENCE SOUTH 01° 29' 06" WEST, 938.07 FEET TO A 1/2" IRON ROD ON THE NORTH RIGHT-OF-WAY LINE OF A ROAD; THENCE SOUTH 87° 42' 00" WEST ALONG SAID RIGHT-OF-WAY LINE, continued on attached Exhibit "A"

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, it being the express intent of Grantor and Beneficiary that this Deed of Trust and the estate held by Trustee hereunder shall continue in effect notwithstanding that from time to time no indebtedness of Grantor to Beneficiary under the Agreement may exist, and shall survive as security for all new or additional indebtedness of Grantor to Beneficiary under the Agreement from time to time arising.

VARIABLE INTEREST RATE/MONTHLY PAYMENTS. The interest rate on Grantor's indebtedness under the Agreement may vary from time to time in accordance with changes in the Treasury Bill Rate, as described in the Agreement. Grantor's minimum monthly payment will vary from time to time based upon the outstanding balance of Grantor's indebtedness under the Agreement.

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.

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, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. 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 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. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or lien, voluntary or involuntary, against the property.

7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under the now existing mortgage or deed of trust or real estate contract on the property, and to save Beneficiary harmless from the consequences of any failure to do so.

8. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the rate then applicable to Grantor's indebtedness under the Agreement from the date of such payment, and all such payments, with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

Registered

Indexed

Indirect

Filed

Mailed

RAINIER BANK

RAINIER NATIONAL BANK
FORM NO. 010305 82

X Judy Ann Peet
JUDY ANN PEET

Exhibit "A"

245.00 FEET TO A 1/2" IRON ROD; THENCE SOUTH 02° 18' 00" EAST, 60.00 FEET TO
A 1/2" IRON ROD; THENCE SOUTH 86° 18' 34" WEST 655.72 FEET TO THE WEST LINE
OF SAID EAST HALF OF SECTION 17; THENCE NORTH 01° 26' 00" EAST ALONG SAID WEST
LINE 990 FEET TO THE POINT OF BEGINNING.

STATE OF WASHINGTON

COUNTY OF Clark

On this date personally appeared before me

Judy Ann Peet

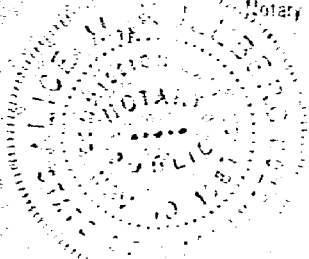
known to be the individual described in and who executed
the foregoing instrument, and acknowledged that
she
her
free and voluntary act and deed for
the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of

April 1987

Allen M. Kullberg
Notary Public in and for the State of Washington

Washougal



REQUEST FOR FULL RECONVEYANCE

102988

Filed for Record at Request of RAINIER NATIONAL BANK

Office Camas

Address SEB NE 4th

City and State CAMAS

WA 98607

SK-14449

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BOOK 104 - PAGE 807

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WA 98671

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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, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. 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 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. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or lien, voluntary or involuntary, against the property.
7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under the now existing mortgage or deed of trust or real estate contract on the property, and to save Beneficiary harmless from the consequences of any failure to do so.
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RAINIER BANK
RAINIER NATIONAL BANK
FORM NO. 01030 5 82

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Indexed, ☒
Indirect ☒
Filmed ☒
Mailed ☒

