BOOK 107 PAGE 207

American Savings Mortgage Corporation 9320 SW Barbur Blvd.

Suite 255 Portland, Oregon 97219

43-002825-8

| 711 6 21.10 | DEED OF THUST AND BARBARA A. EHRGODD | HUSBANDAND ! | Wife , as |
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| Grantor, whose address is 397 VAX | INDVIHERARATT CHROCOS | | , City of |
| Grantor, whose address is | , County of SKAMANIA | , State of W | ashington, and |
| Safeco Title Insurance Company | er i grafie <u> </u> | , as Trustee, whose | address is |
| 2615 Fourth Ave. | , City ofSeattle | 2 2 2 | , State of |
| Washington ; and; | WESTERN BUILDERS & D | ESIGN CORP. | |
| as Beneficiary, whose address., City of PORTIANA | ss is 4907 NE 42 NO AVENT | | |
| KOMAHIA, State of Washington, and in | WITNESSETH: nveys to Trustee in trust, with power of sale, the followereinafter referred to as the Property: | | |
| ing and the second seco | all of Lots 2 and 7, and the East in Block 5, of JOHNSON'S ADDITIONAL AND Stevenson according to the office of county, Washington. | DITION to the Town of cial plat thereof on | file |

which Property is not used principally for agricultural or farming purposes, together with all buildings, fixtures and improvements thereon, and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with the property, or any part thereof (subject, however, to the right, power and authority herein given to and conferred on Bereficiary to collect and apply

such rents, issues and profits): For the purpose of securing: (1) payment of the indebtedness and all other lawful charges evidenced by a retail installment contract ("Contract") of even date herewith, under which the amount financed is Ellus THOUSAND, SIVIUNDED ELGINY DOLLARS (\$ 8680. by Grantor payable to the order of Beneficiary at all times, in the manner and with interest as therein set forth, and any extensions and/or renewels or modifications thereof: (2) the performance of each agreement of Grantor herein contained; (3) the payment of such additional contracts, loans or advances as hereafter may be made to Grantor, or his successors or assigns, together with interest thereon at such rate as shall be agreed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

To protect the security of this Deed of Trust, Grantor covenants and agrees to the following, and on presentation to Trustee of an affidavit signed by Beneficiary setting forth facts showing Grantor's default of any of the following covenants and agreements, Trustee is authorized to accept as true and conclusive all facts and

statements therein, and to act thereon as provided hereinafter: 1. To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged or destroyed thereon; to comply with all laws, regulations, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act on the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general. If the contract secured hereby or any part thereof is being obtained for the purpose of financing improvements to the Property, Grantor further agrees: (a) to commence construction of said improve promptly and to pursue the same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and (b) to allow Beneficiary to inspect the Property at all times during construction.

2. To provide and maintain insurance against loss by fire and other such casualties as Beneficiary may require in an amount, for such term, and in company or companies satisfactory to Beneficiary with loss payable clauses in favor of and in a form satisfactory to Beneficiary. In the event of loss or damage, Grantor shall give immediate notice to Beneficiary, Beneficiary may make proof of loss and settle and adjust all claims the reunder, applying the proceeds at its option to reduction of the amount due hereunder or to the restoration or repair of the property damaged. Payments of such loss shall be made directly to Beneficiary. In the event of the refusal or neglect of Grantor to provide insurance or to maintain the same or to renew the same in a manner satisfactory to Beneficiary, then Beneficiary may itself procure and maintain such insurance and charge the cost thereof to Grantor under the provisions of paragraph 4 hereof.

3. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evi-

dence of title and attorneys tees in a reasonable sum incurred by Beneficiary or Trustee. 4. To pay at least ten (10) days before delinquency all taxes, assessments and payments under any mortgage, Deed of Trust, real estate contract or other encumbrance affecting the Property to keep the Property free and clear of all other encumbrances, charges and liens impairing the security of this Deed of Trust; to pay all costs, fees and expenses of this trust. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other s against the Property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest set forth at the rate in the Contract secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expense of the Trustee incurred in enforcing the obligation secured

hereby and Trustee's fees and attorneys' roes incurred by Beneficiary.

6. Not to voluntarily transfer or agree to transfer the Property, any part thereof or any interest therein, or any transfer of a beneficial interest in Grantor (if Grantor is not a natural person), without first obtaining the prior written consent of Beneficiary, which consent Beneficiary may grant or writthold in its sole discretion. Any such transfer, if Beneficiary shall not so consent, shall constitute a breach of Grantor's agreement and a default under the terms hereof and the Contract it secures. "Transfer" includes, without limitation, sales under a land sale contract, assumptions of this Deed of Trust, and transfers by operation of law.

It is mutually agreed that:

7. 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 Beneficiary to be applied to said obligation.

8. 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 Grantor and the

Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto:

9. Upon default by Grantor 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 Beneficiary. In such event and upon written request of Beneficiary, Trustee or its authorized agent shall sell the 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 a reasonable Trustee's fee and attorney's fee; (2) to the of gation secured by this Deed of Trust; (3) the surplus, if any, shall be deposited with the clerk of the superior court of the county in which the sale took place to be distributed in accordance with RCW 61.24.080.

10. Trustee shall deliver to the purchasur at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the cower to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. The Trustee's deed shall recite the d 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 sona fide purchasers and encumberancers for value.

11. 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; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

12. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right, nor shall the acceptance of payment of any sum secured hereby operate as a waiver of the right to require prompt payment of all other sums, and the waiver by Beneficiary of any default shall not con-

stitute a waiver of any other or subsequent default. 13. If Grantor applies to Beneficiary for consent to transfer the Property in the manner described in paragraph 6 above, then Beneficiary can consider the prospective transferted as a new applicant for financing, taking into consideration all factors which it deems necessary to project its seucrity. As a condition of its consent to transfer as a new applicant for financing, taking into consideration all factors which it deems necessary to project its seucrity. As a condition of its consent to transfer, Beneficiary may, in its discreation, impose an assumption fee in accordance with a schedule then in effect, and may increase the litterest rate of sem to transier, consciously may, in the discrepancy may an assumption to me assumption and the constitution indebtedness to the prevailing rate for similar contracts at that time. Beneficiary may then increase the amount of each installment so that the constitution indebtedness to the prevailing rate for similar contracts at that time. Beneficiary may then increase the amount of each installment so that the constitution is a similar contracts at that time. tract will be fully paid by the original maturity date. If Beneficiary consents to a transfer, that consent does not constitute a waiver of this section regarding subsequent transfers. Following a consent to transfer, Beneficiary may consent to modify other terms of this Doed of Trust or security agreement and contract.

| goal. | BOOK 12.7 PAGE 208 |
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| 14. For any reason permitted by law, Beneficiary may at any time outles and authority of the trustee named herein or any successor tru | appoint or cause to be appointed a successor trustee who shall succeed to all the title, powers, |
| 15. This Deed of Trust shall apply to, inure to the benefit of and bi | nd all parties hereto, their heirs, legates, divises, administrators, executors, successors and he term "Beneficiary" shall meen the owner and holder, including any pledges, of the Contract in the meeting and pledges, of the contract in the meeting gender includes the feminine and/or neuter, and the singular number includes |
| ne plural. 16. This Deed of Trust shall be construed according to the laws of t | the State of Washington. |
| 17. The Grantor convenants and agrees to and with the Beneficial valid unencumbered title, except as otherwise disclosed to Beneficial whomsoever. | ry and those claiming under him, trial his is tolerary and those claiming and that Grantor will warrant and forever defend said interest against all per- |
| IN WITNESS WHEREOF, the Grantor has caused these present | 75 |
| | Thomas W. Elizand |
| | Barbara a Ehrgand |
| | |
| STATE OF WAShington | CKNOWLEDGMENT |
| < Vinnailia 33. | |
| | within and foregoing instrument, and acknowledged that |
| On this day personally appeared before me 120 Miles to be the individual 5 described in and who executed the instrument as 16 Like free and voluntary act and deed | within and foregoing instrument, and acknowledged that |
| GIVEN under my hand and official seel this da | yof ONOBERS |
| | y four sun |
| FILED FOR AES STED | NOTARY PUBLIC for P. 4 |
| BY MT. ADAMS TITUE | Residing My Commission expires 11-25-90 |
| | ASSIGNMENT |
| Oct 30, 9, 45 M 87 | to the to specien Seemes Mortgage |
| Corporation, whose address is 9229 SW Barbur Blvd., Suit | ciary, hereby grants, conveys, assigns and transfers to American formation of Trust together e 255, Portland, Oregon 97219, all beneficial interest under this Deed of Trust together referred to the money due and to become due thereon, with interest, and all rights ac- |
| crued under said Decitory ruse | |
| DATE $\frac{3}{2} \frac{19}{2} \frac{19}{2}$ | |
| | By Sand J. States |
| | |
| | CORPORATE ACKNOWLEDGMENT |
| STATE OF DREGON SECONDARY SECOND SECONDARY OF MAIL ALL MAIL. | |
| County of All HOMAIN. | ne + milleo, known to me |
| On this day before me appeared before me LUAR to be the individual(s)/_SEC | The state of the state and |
| anch marson, for the uses and purposes described in a fa | instrument and acknowledge such execution be the free and voluntary act and deed of lelete the following if inappropriate) and stated on oath that (s)he was authorized to exe |
| cute it on behalf of the corporation Certified by my signature and official seal this | |
| Cartilled by my signature and | xous aline |
| | NOTARY PUBLIC for Overgob Stan |
| | My Commission expires 11-25-90 |
| | |
| TOO WALL I'M OF OF INFO Who waderies and so Acoin | ASSIGNMENT nee-Beneficiary, hereby grants, conveys, assigns and transfers to American Savings and transfers to American Savings and the Retail Installment Contract therein described. |
| Loan Association of Lake Jackson, Texas, all of its intere | SCHILLER THIS DOOR OF THE COLUMN |
| DATE October 27th | 19 87 AMERICAN SAVINGS MORTGAGE CORPORATION" |
| | By Act & Duran Robert C Buxman, Senior VP |
| COR | PORATE ACKNOWLEDGMENT |
| STATE OF OREGON | |
| County of Multnomah | |
| On this day helore me appeared | Robert C Buxman on to me to be the Senior: VP 15 to of the corporation if |
| knov | are author he the tree and voluntary ect and deed of such corporation, for the uses a |
| purposes described in it, and stated our patri trial (2) no | was authorized to execute it on behalf of the corporation 27th day of October 19.87 |
| Certified by my algnature and official seal this | Hacking Wolland |
| Indexed, Dir | NOTARY PUBLIC IO MELWAUKIE |
| Indirect Filmed | Residing M. 7.141.89 |
| WA005 Mailed | My Commission expites |