8K-14663 83-07-36-3-4-0400-00

DEED OF TRUST

☐ IF CHECKED, THIS DEED OF TRUST SECURES FUTURE ADVANCES.

I IF CHECKED, TIME
ETHIS DEED OF TRUST is made this 3rd day of November day of November among the Grantor DARIN D. MC LEMORE AND LORI A. MC LEMORE, husband and wife SAFECO TITLE INSURANCE COMPANY
ATHIS DEED OF TRUST is made this 3rd day of November, husband and wife Borrower, among the Grantor DARIN D. MC LEMORE AND LORI A. MC LEMORE, husband and wife SAFECO TITLE INSURANCE COMPANY, therein "Borrower"), (herein "Trustee"), and the Beneficiary,
herein borrowci is and the Repeticially.
the 124%
HOUSEHOLD FINANCE INDUSTRIAL LOAN COMPANY a corporation organized and existing under the Household Finance industrial Loan Company vancouver, was 98662
HOUSEHOLD FIVEHOLD AND Thurston Way, Vancouver, W. 3004
of Washington whose address is 4804 B NE Therese
(herein "Lender").
(herein "Lender"). The following paragraph preceded by a checked box is applicable: The following paragraph preceded by a checked box is applicable: El WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 17,272.24 El WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 17,272.24
which indebtedness is evidenced by Borrower's Foundation which is evidenced by
dated 11/3/87 and the rate specified in the
dated 11/3/87 and extensions and renewals thereof, including those pursuant to any dated 11/3/87 and extensions and renewals thereof, including those pursuant to any dated 11/3/87 and extensions and renewals thereof, including those pursuant contract Rate Agreement, (herein "Note"), providing for monthly installments of principal and interest at the rate is variable) and other charges payable at Lender's received to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's received to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's received to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's received to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's received to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's received to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's received to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's received to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's received to the amount of payment or the contract rate if that rate is variable) and other charges received to the amount of payment or the contract rate if the rate is variable.
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SKAMANIA CO. TITLE

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given heicin to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate

if this Deed of Trust is on a leasehold) are liercinafter referred to as the "Property"; TO SECURE to Lender, the repayment of the indebtedness evidenced by Borrower's Loan Repayment Agreement dated and extensions and renewals thereof, including those pursuant to any Renegotiable

Rate Agreement, therein "Note"), in the principal sum of U.S. \$ 17272.24 providing for monthly installments of principal and interest, (including any adjustments to the amount of payment or the Contract Rate if that rate is subject to change, with the balance of the indebtedness, if not coner paid, due and payable on ; the payment of all other sums, with interest thereon, advanced in accordance herewith to

protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained, Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note, including any variations resulting from changes in the Contract Rate, and late charges as provided in the Note.

2. Funds for Taxes and Insurance, Subject to applicable law of a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to onetwelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of a prior mortgage or deed of trust it is the holder of the hold is an institutional lender.

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If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to

make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Dood of Trusts Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than imprediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs, I and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2

hereofythen to interest payable at the applicable Contract Rate, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covergants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, lines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and lease hold payments or ground rents, if

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such

amount Sand for such periods as Lender may require. 🔩

The insurange carrier providing the insurance shall be chosen by Borrover subject to approval by Lender, provided, that such approval shall not be jureasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in lavor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to this terms of any morigage, deed of trust or other security agreement with a lich which has priority over this Deed of Trustee

In the eyent of loss. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not

made promptly by Borrower.

If the Property is a handoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this

.6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Deed of Trust. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action agis necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the doan secured by this Deed of Prist, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable

May amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the applicable Contract Rate, shall become additional indebtedness of Borrower secured by this Deed of Trust, Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest

in the Property."

9. Condemnation. The proceeds of any award or claim for damages, direct of consequential, in connection with any condemnating of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall he paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over

10. Borrower Not Released; Forbearance By Lender Nota Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower and all other parties who are or who hereafter may become recondarily liable shall not operate to release, i gany manner, the liability of the original Burrower and Borrower's successors in interest. Lender shall not be required to communee proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forhearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the proxisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who cosigns this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the address stated in the Note or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or lender when given in the manner designated herein.

13., Governing Law; Severability. The state and local laws of the jurisdiction in which the Property is located shall apply except where such laws conflict with Federal law, in which case Federal law applies. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," expenses and attorneys' fees include all sums to the extent

14. Burrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust, if requested, not prohibited by applicable law or limited herein.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, at the time of execution or after recordation hereof. improvement, repair, or other loan agreement which Borrower enters into with Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement; by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an intera-Vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Londer to evaluate the transferee as if a new loanwere being made to the transferee. Borrower will continue to be obligated under the Note and this Deed of Trust unless

If lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Deed of Trust to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of Lender releases Borrower in writing. acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may without further notice or demand on Borrower, invoke any remedies

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows?

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, or as otherwise required by law, upon Borrower's permitted by paragraph 17 hereof. breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstale after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender or Trustee shall take such action not limited to, reasonable attorneys' fees. regarding notice of sale and provide notice to Borrower and to other persons in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, Lender or Lender's designee may purchase the Property at any sale. expressed or implied. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys fees; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto or to the elerk of the superior court of the county in which the sale

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums segured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of the fifth day for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower-pays Lendergall sums which would be then due

under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustees remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 16.

19. Lender in Possession. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, if Lender is not committed to make any future refinancings or future advances, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay

21. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint all costs of recordation, if any. a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the little, power and duties conferred upon the Trustee herein and by applicable law.

22. Use of the Property. The Property is not used principally for agricultural or farming purposes.

REQUEST FOR NOTICE OF DEFAULT D FORECLOSURE UNDER SUPERIOR MORIGAGES OR DEED OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbratice with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address-set forth on page one of this Deed of Trust,

of any default under the superior encumbrance and of any sale or other foreclosure action.
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IN WITNESS WHEREOF Borrower has executed still because Management of the Management
DARIN D. MC LEMORE Borrower
DARTING
Borrower Borrower
LORI A. MC LEMORE
County ss:
STATE OF WASHINGTON.
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state, personally appeared Darin D. Mc Lemore and Lori A: Mc Lemore, mediately needed to me that known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that
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and offixed my official seal the day and year in this certificate first
the rest whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first
above writting of the state of
aboye written A Miller Notary Public residing at Timas
Second EVANCE
REQUEST FOR RECONVEYANCE
TO TRUSTEE: The holder of the note or notes secured by this Deed of Trust. Said note or notes; together with The undersigned is the holder of the note or notes secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said not be the note of the note
The undersigned is the holder of the note or notes secured by this Deed of Irust. Said note of Irust, have been paid in full. You are hereby directed to cancel said not all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said not all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said not all other indebtedness secured by this Deed of Irust, have been paid in full. You are hereby directed to cancel said not
all other indebtedness secured by this Deed of Trust, have been paid in full. You are never uncled to estate now hele or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now hele or notes and this Deed of Trust, to the person or persons legally entitled thereto.
by you under this Deed of Trust to the person or persons legally entitled thereto.
Dated;
(Space Relow This Line Reserved For Lander and Recorder)
CONCO NOISE THE DESCRIPTION OF SAME