104377 BOOK 107 PAGE 709 FILED FOR RECORD sk-14704 SKANANIA CO. WASH 02-05-34-0-0-0602-00 BY - SKAMANIA CO BITLE After recording, mail to: The Bacon Reserve of Bacarder's Use lst luterstate Bank of WA. in, Dep. P.O. Box 89 Washougal, WA. 98671 BARY H. OLSON DEED OF TRUST THIS DEED OF TRUST is made this 24Eh day of November , 19 87 BETWEEN Jerry R. Cates and Diane F. Cates, husband and wife Ray O. Gappmayer and Martha Gappmayer, husband and wife _______, as Grantor, whose address is MPO.70R Wantland Rd. Washougal, WA. 98671 and Safeco Title Insurance whose address is 43 Russell St. Skamania, WA. 98648

Washougal . Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of safe, the following described property in Skamania , County Washington: A portion of the Northwest quarter of the Southeast quarter of section 34, Township 2 North Range 5 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows: Beginning at a point on the East line of the Northwest quarter of the Southeast quarter of section 34, South 01° 07'38" West, 347.25 feet from the Northeast corner thereof; thence South 01° 07'38" West along said East line, 320.47 feet; thence South 60° 40' 00" West, 199.87 feet; thence North 80°20'00" West, 846.54 feet to a point in the centerline of a 60 foot road easement; thence North 89°00'00 West, 312.50 feet to the West line of said Northwest quarter of the Southeast quarter; thence North 01°03'40" East along said West line 270,77 feet; thence North 90°00'00" East, 1,322.50 feet to the point of beginning, Registered Indexeda? is Indirect Filmed

Washougal :

Mailed SUBJECT TO: (Mortgage) [Decid of Trust) dated ____ , recorded __, 19 _______, under Auditor's File No.

TOGETHER WITH all tenements, hereditaments and appurtenances now or hereafter the thereunto belonging or in anywise appertaining, and the rants, issues and profits thereof, and all fixtures and property that may be now located upon said real property or may hereafter be installed in or attached to or used in or adapted for use in the operation of the property and improvements, including, but without being limited to, all trees, shrubs, rockeries, retaining walks, driveways, buildings, structures, improvements, and fixtures, plumbing, heating, lighting, cooling and ventilating apparatus, awnings, door and window screens, built-in ranges, dishwashers, refrigerators, washers, disposals, dryers and mirrors, rugs, carpeting and other floor covering material, drapery traverse rods and hardware, all of which property, whether affixed or annexed or not, shall for the purposes of this Deed of Trust on any property. To the extent that any of the property, described herein may be subject to the provisions of the confirm the lies of this Deed of Trust on any property. To the extent that any of the property, described herein may be subject to the provisions of the the Grantor agrees to execute such financing statements as may be required by the Beneficiary and pay, upon demand, filling fees for, any such financing

statements and continuations thereof. This DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and

Fifteen thousand and no/100-----DOLLARS (S. 15,000.00---with interest thereon according to the terms of a promissory note of even data herewith, payable to Baneficiary or order and made by Grantor, all renewals, modifications or extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their sucessors or assigns, together with interest thereon at such rate as shall be agreed upon.

Grantor covenants that Grantor is lawfully seised and possessed of ownership of the premises in fee simple, has good right and lawful authority to convey the premises in the manner and form herein provided, that the premises are free from liens or encumbrances except as shown above, and that Grantor will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

and First Interstate Bank of Washington, N.A., as Beneficiary, whose Rodress is 1625 B.St.

- 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.
- 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 and all other prior liens and encumbrances. All policies shall be in such companies as the Beneficiery 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.
- To defend any action or proceeding purporting to affect the security hereof or the rights or private 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 expense of the Trustee incurred in enforcing the obligation s. cured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
- That any mortgage(s), specific of trust, real estate contract(s), lease(s), or other lien(s), to which the property is subject, is valid and existing, there has been no breach of the terms thereof by any of the parties thereto, and Grantor will keep and perform Grantor's obligations under any such instruments and save Beneficiary harmless from the consequences of any failure to do so. Grantor will not enter into or permit any amendment or modification of any such mortgage, deed of trust, real estate contract, lease, or other lien, or surrender possession under any such lease, or enter into of permit any further advancement or loan of funds under any such mortgage; deed of trust or real estate contract, without "the prior written consent of Beneficiary."

- That the Beneficiary is hereby granted the right to inform all prior mortgages, benaficiaries, vendors, lessors and lien holders of the existence of this instrument and the right to request prior mortgages, beneficiaries, vendors, lessors and other lien holders for notification in the event of default on said mortgage(s), deed(s) of trust, contract(s), lease(s) and other lien(s).
- 8. To duly and punctually pay the principal and laterest upon any indebterines secured hereby and will perform each and every convenant and condition herein.

It is mutually agreed that:

- 9. 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.
- 10. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
- 11. Upon any default on the part of the Grantor in payment of principal and/or interest when due or in keeping and performing any other of the covenants and agreements herein contained, the whole of the principal, interest and all other sums secured hereby, shall, at the Beneficiary's election, become immediately due and payable, without notice, and in such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Oeed of Trust. Act of the State of Washington, (as amended), 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 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 thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place. In addition, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, the Beneficiary may perform any obligations which the Grantor has failed to fulfill hereunder, and all expenditures made by the Beneficiary in so doing shall draw interest at the rate set forth in the note secured hereby and shall be repayable by the Grantor to the Beneficiary and together with interest and costs accruing thereon, shall be secured by this instrument. If the Beneficiary herein makes payment on the prior mortgage(s), deed(s) of trust, contract(s), lease(s) and other lien(s) pursuant to this covenant, the Beneficiary and the Beneficiary's option be subfogated to the rights of the prior mortgage(s), deed(s) of trust, contract(s), lease(s) and other lien(s) pursuant to this covenant, the Beneficiary made and the subrogation rights so acquired by the Beneficiary herein shall be fully recognized or at the option of the Beneficiary in payments so made may be tacked to t
- 12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had of had the power to convey at the time of execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facle evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for yalue.
- 13. 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.
- 14. 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 Beneficary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 15. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee and upon the recording of such appointment in 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 Grantors Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 16. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary hareing.
- 17. The property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.
- 18. The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hareinbefore set forth.

SPECIAL PROVISION

As Grantor, I understand the loan, secured by this Deed of Trust on real property, is personal to me and that my personal responsibility and occupancy and/or control of such real property is a material inducement to Beneficiary to make said loan. If title to said property shall pass from me by deed or, otherwise, or said property shall be sold on contract, or if the property shall be vacated by me, then such change in title or occupancy shall be deemed to increase the risk of Beneficiary and Beneficiary, its successors or assigns may declare the entire balance immediately due and payble.

WITNESS the hand(s) of the Grantor(s) on the day and year first above written.

	en R	Cater		Ray O	augemy	l 3	
Sh	Jane 7	Cats		> mall	00	appoint	un
STATE OF W.	ASHINGTON	} }ss.				11	
COUNTY OF	Clark						
	ashington duly com	lay of <u>November</u>	nally appeared	A.D., 19 87 Jerry R. Cate	before me, the und	ersigned, a Notary Po F. Cates, hu	ublis in and for sband
and with	e and Reco	. Gappmayer and	Martha Gap	pmayer, husba	and and wife	1 2 2 2	
forgioing inst	My Sugar bruom	lecord to me that	to me known to he <u>Y</u> signed a	be the individual, or i	individuals described i	n and who executed	the within and
WITNESSON	HOMOVÉS	and voluntary act and hereto affixed the day an	ind deed for the up	es and purposes there	sin mentioned.		
	PURITO	Si nerate arrixed the day an	is year in this cert	tiicate abovo written.		in and for the State Camas	of Washington
	WASH	REC the used only when all ob	DUEST FOR FUL digations have bee	RECONVEYANCE note	and this Deed of Trus		78∫કો ₹ ∝

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now hold by you thereunder.

Dated	10		
Out of the same of		The second control of	