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BOOK 108 PAGE 372

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD SKAMARIA 80. WASH BY Kaw 5. Llasbeec

FED 11 10 58 AH '88

E Merfee & AUDITOR GARY M. OLSON

WHEN RECORDED RETURN TO

Name Jean E. Haskell

FILED FOR RECORD AT REQUEST OF

Address M.P. 12.92 R, State Road 140

CHy, State, Zip Washougal, Washington

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 15th day of Feb	ruary, 19.88, between
Raymond L. Hays, an unmarried man	GRANTOR,
whose address is 618 E. Shahala Street, North.	Bonneville, Washington 98639
and Jean E. Haskell	
- C - \	BENEFICIARY,
whose address is. M.P. 12.92 R, State Road 140, Washoug	al, Washington
WITNESSETH: Grantor hereby bargains, sells and conveys to	Trustee in Trust, with power of sale, the
following described real property inSkamania	

Lot 18, Block 6, Plat of Relocated North Bonneville recorded in Book B of Plats, Page 12, under Skamania County File No. 83466 also recorded in Book B of Plats, Page 28, under Skamania County File No. 84429, records of Skamania County, Washington;

RESERVING to the United States of America the right to grant easements to public utilities to erect, construct, operate and maintain public utility facilities on, over and under the utility easement(s), if any, as shown on said recorded plats.

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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.

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 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 nazaros in an amount not less than the total debt secured by this irsed of a rust. All policies shall be neld 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 as an expense of the foreclosure as a superior of the foreclosure 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. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, 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.

IT IS MUTUALLY AGREED THAT:

held by you thereunder.

Dated 19.

- 1. 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 as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said
- 2. 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.
- 3. 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.
- 4. 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 shall sell the trust 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 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.
- 5. 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 or had the 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 conducted 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 hone fide purchaser and conclusive and conclusive evidence. thereof in favor of hone fide purchaser and encumbrancers for value
- 6. 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.
- 7. 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 Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
- 8. 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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

	X Laymul 2 Lay Raymond L. Hays
STATE OF Washington COUNTY OF Skamania On this day personally appeared before me Raymond L. Hays, an unmarried man	STATE OF WASHINGTON COUNTY OF
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.	to me known to be the
Notary Public in and for the State of	Notary Public in and for the State of Washington, residing at FOR FULL RECONVEYANCE To be used only when note has been paid.

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 evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said mentioned, and all other evidences of indebtedness secured by said Deed of Trust, all the estate now bald by you therewith.

INSTALLMENT NOTE

\$ 8,000.00

February 15, 1988

Washougal, Washington

I/We promise to pay to the order of JEAN E. HASKELL, Individually the sum of EIGHT THOUSAND AND 00/100 DOLLARS, (\$8,000.00) with interest at the rate of TEN AND 00/100 (10.00%) percent per annum from February 15, 1988 until paid, payable in equal monthly installments of not less than \$300.00 in any one payment, for each successive year; interest shall be paid monthly and is included in the minimum monthly payments required; the first payment to be made on the 15th day of March, 1988, and a like payment to be made on the same day of each month thereafter until the whole sum, principal and interest has been paid. If any of said installments is not so paid, all principal and interest to become immediatly due and collectible at the option of the holder of this note.

If this Note is placed in the hands of an attorney for collection, I/We promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

The entire balance of both principal and interest is due in full on or before August 15, 1990. Any monthly payments made 10 days after the due date each month shall be charged a "late fee" of \$10.00 or 5% of the unpaid balance of each payment, whichever is greater. This Note may not be paid off prior to six (6) months from the date of signing. Any balloon payment made 15 days after the due date, shall be charged a "late fee" of 5% of the then unpaid principal amount due and owing.

This Note is secured by the real property located at: 618 East Shahala Street, North Bonneville, Washington 98639

Raymond L. Hays

Mala of Rosesta

Signed and witnessed this _ 11th, day of _ February , 1988.

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AMORTIZATION SCHEDULE

LO:	AN AMOUNT		8000.00	TERM	30 PMTS.	INTEREST	RATE 10.0000%
PMT #	DATE		PAYMENT		INTEREST	PRINCIPAL	BALANCE
	03/15/88		300.00	1	66.67	233.33	1 7766.67
2 1	04/15/88	i	300.00	í	64.72	235.28	7531.39
3 i	05/15/88	1	300.00	. [62.76 I	237.24	7294.15
4 1	06/15/88	. 1	300.00	1	6 0. 78 1	239.22	7054.93
¹ 5 I	07/15/88	ŧ	300.00	1	58.79 I	241.21	6813.72
6 1	08/15/88		300.00	1	56.78	243.22	6570.50
7 1	09/15/88	Ĺ	300.00	1	54.75 I	245.25	6325.25
8 1	10/15/88	. 1	300.00	1	52.71 I	247.29	6077.96
9 1	11/15/88		300.00	. 1	50.65 I	249.35	5828.61
10	12/15/88	1	300.00	1.	48.57	251.43	5577.18
11	01/15/89	· į.	300.00		46.48	253.52	5323.66
12	02/15/89	4	300.00	1	44.36 I	255.64	5068. 02
13	03/15/89	1	300.00	- L	42.23	257.77	4810.25
14	04/15/89	1	300.00	1	40.09 🚅	259.91	4550.34
15	05/15/89	1.	300.00	1	37. 92	262.08	
16	06/15/89	1	300.00	l i	35. 74 I	264.26	1 4024.00
17	07/15/89	ı	300.00	1.4	33, 53	266.47	ı 3757 . 53
18	08/15/89	ı.	300.00		31.31	268.69	3488.84
19	09/15/89	. 1	300.00		29.07	270.93	3217.91
20	10/15/89	i	300.00		26.82	273.18	2944.73
21	11/15/89	1	300.00		24.54	275.46	· i 👱 2669.27
55	12/15/89	· i	300.00		22.24	277.76	2391.51
23	01/15/90	. 1	300.00		19.93	280.07	2111.44
24	02/15/90	i	300.00		17.60	282.40	1829.04
25	03/15/90		300.00		15.24	1 284.76	1544.28
26	04/15/90	i	300.00		12.87	287.13	1257.15
26 27	i 05/15/90	ŧ	300.00		10.48	i 289.58	
28	06/15/90	40	300.00		8.06	291.94	
29	1 08/15/90		300.00		5.63	294.37	
20	1 00/15/90		384.50	*	3.18	381.38	