

104839

## RAINIER NATIONAL BANK

SHORT FORM  
DEED OF TRUST  
(COMMERCIAL)SK-14786  
03-08-27-4-0-0600-00

THIS DEED OF TRUST is made this 15 day of March, 19 88.

BETWEEN Micheal R. & Sharon L. Dudley, Grantor, whose address is 25200 Carlos Bee Blvd #164; Hayward CA 94542, as Trustee,

and Rainier Credit Company, whose address is P. O. Box C-240119; Seattle WA 98124, Office,

and RAINIER NATIONAL BANK, a national banking association, at its Vancouver Office,

in Vancouver, Washington, as Beneficiary, whose address is 801 Main St.; Vancouver WA 98666.

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in

Skamania County, Washington:  
A TRACT OF LAND LOCATED IN SECTION 27, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT MARKING THE INTERSECTION OF THE WEST LINE OF THE JOS. ROBBINS D.L.C. WITH THE SOUTH LINE OF THE SAID SECTION 27; THENCE EAST ON THE SECTION LINE 620 FEET; THENCE NORTH 891 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE FOLLOWING THE WESTERLY RIGHT OF WAY LINE OF THE COUNTY ROAD KNOWN AND DESIGNATED AS THE BERGE ROAD, SAID RIGHT OF WAY LINE BEING 20 FEET FROM THE CENTER LINE OF SAID ROAD, IN A NORTHWESTERLY DIRECTION 179 FEET; THENCE SOUTH 11° 30' WEST 400 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE 387 FEET TO THE INITIAL POINT.

TOGETHER WITH all tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and the payment of the sum of TWENTY FIVE THOUSAND AND NO/100----- DOLLARS (\$ 25,000.00 ) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary 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 successors or assigns, together with interest thereon at such rate as shall be agreed upon, including any renewals or extensions thereof, it being provided, however, that nothing herein contained shall be construed as obligating or shall obligate the Beneficiary to make any such future loans or advances.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 35, inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25th) day of July, 1968, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:

| COUNTY       | BOOK OR VOL.                    | PAGE NO.      | AUDITOR'S FILE NO. | COUNTY       | BOOK OR VOL.         | PAGE NO.      | AUDITOR'S FILE NO. |
|--------------|---------------------------------|---------------|--------------------|--------------|----------------------|---------------|--------------------|
| Adams        | 2 of Record. Instr.             | 513-18        | 122987             | Lewis        | 7 of Official Rec.   | 839-842       | 725582             |
| Asotin       | Microfilmed Under Auditor's No. | 695A-C        | 101896             | Lincoln      | 107 of Mortgages     | 776-779       | 316596             |
| Benton       | 241 of Official Rec.            | 1582-1685     | 592931             | Mason        | Reel 48              | Frame 835-838 | 236038             |
| Chelan       | 688 of Official Rec.            | 195-198       | 681844             | Okanogan     | 121 of Mortgages     | 517-518A      | 560658             |
| Clallam      | 315 of Official Rec.            | 702859-702862 | 383176             | Pacific      | 213 of Official Rec. | 649-652       | 55707              |
| Clark        | Aud. Microfilm No.              | 198-201       | G-519253           | Pend Oreille | 27 of Migs.          | 8-11          | 126854             |
| Columbia     | 49 of Deeds                     | 234-237       | F-3115             | Pierce       | 1254 of Migs.        | 707-710       | 2250799            |
| Cowlitz      | 747 of Official Rec.            | 120-123       | 675475             | San Juan     | 28 of Migs.          | 458-462       | 69282              |
| Douglas      | 125 of Mortgages                | 413-416       | 151893             | Skagit       | 19 of Official Rec.  | 80-83         | 716277             |
| Ferry        | 28 of Deeds                     | 138-141       | 153150             | Skamania     | 47 of Migs.          | 41-44         | 70197              |
| Franklin     | 11 of Official Rec.             | 373-376       | 309636             | Snohomish    | 233 of Official Rec. | 540-543       | 2043549            |
| Garfield     | Microfilmed Under Auditor's No. | 31-34         | 13044              | Spokane      | 14 of Official Rec.  | 1048-1051     | 376267C            |
| Grant        | 44 of Rec. Doc.                 | 710-713       | 538241             | Stevens      | 109 of Migs.         | 394-397       | 390635             |
| Grays Harbor | 21 of General                   | 316-319       | 207544             | Thurston     | 454 of Official Rec. | 731-734       | 785350             |
| Island       | 4 of Official Rec.              | 436-439       | 211628             | Wahkiakum    | 17 of Mortgages      | 89-92         | 24732              |
| Jefferson    | 5690 of Mortgages               | 361-364       | 196853             | Walla Walla  | 308 of Mortgages     | 711-714       | 495721             |
| King         | 929 of Official Rec.            | 107-110       | 6382309            | Whatcom      | 82 of Official Rec.  | 855-858       | 1047522            |
| Kitsap       | 111 of Mortgages                |               | 934770             | Whitman      | 1 of Misc.           | 291-294       | 382282             |
| Kittitas     |                                 |               | 348693             | Yakima       | 712 of Official Rec. | 147-150       | 2170555            |
| Klickitat    |                                 |               | 131095             |              |                      |               |                    |

In addition to the covenants and agreements contained herein and in the said Master Form Deed of Trust, the Grantor and Beneficiary agree that if all or any part of the property or any interest therein is sold, conveyed or transferred, including sale on contract, by Grantor without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Deed of Trust to be immediately due and payable without notice to Grantor, and Beneficiary may invoke any remedies permitted by the Master Form Deed of Trust. This option shall not apply in case of (a) transfers by devise or descent or by operation of law upon the death of Grantor; (b) transfers when the transferee's credit worthiness and management ability is satisfactory to Beneficiary and the transferee has executed, prior to transfer, a written assumption agreement containing such terms as Beneficiary may require, including, if required by Beneficiary, an increase in the rate of interest payable under the Note or Notes for which this Deed of Trust is security and any and all renewals and extensions thereof; (c) the grant of a leasehold interest in all or any part of the property of three years or less not containing an option to purchase (except any interest on the ground lease, if this Deed of Trust is on a leasehold); and, (d) transfers of beneficial interest in Grantor when Grantor is a corporation, partnership, trust or other legal entity, provided that such transfers together with any prior transfers of beneficial interest in Grantor do not result in more than 49 percent of the beneficial interest in Grantor having been transferred since the date hereof.

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor acknowledges receipt of such Master Form Deed of Trust

**RAINIER BANK**  
MTG 1257 R12-75

The property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

The undersigned Grantor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to the Grantor at the address hereinbefore set forth.

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

Michael R. Dudley

Sharon L. Dudley

STATE OF WASHINGTON  
COUNTY OF KIMMICKITAT ss.

On this 15 day of MARCH, 19 88, before me, the undersigned,

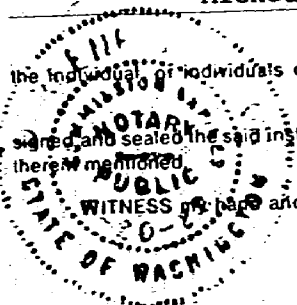
a Notary Public in and for the State of Washington, duly commissioned and sworn personally, appeared

Michael R. Dudley and Sharon L. Dudley, to me known to be

the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they

signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Dorlene Johnson  
NOTARY PUBLIC in and for the State of Washington, residing at White Salmon

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

MAR 16 10 17 AM '88

STATE OF WASHINGTON  
COUNTY OF KING ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, the undersigned,

a Notary Public in and for the State of Washington, duly commissioned and sworn personally, appeared

GARY M. OLSON  
AUDITOR  
Pub. Rep.

and \_\_\_\_\_

to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath each stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_

REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this deed of trust.

TO: TRUSTEE:

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 held by you thereunder.

Dated \_\_\_\_\_, 19 \_\_\_\_\_

Mail reconveyance to \_\_\_\_\_