This Deed of Trust made this ... 2 day of ... C. to BER. . 1987. between JEFFEX! P.REIS + TRICYL. REIS herein called Trustor, whose mailing address is ... P. C. BOX 376 No. BONNEVILLE. WH. 98639 and ... SKANANI II. COUNTY + THE COMPANY herein called Trustee and WESTERN BUILDERS + DESIGNI herein called Beneficiary, whose mailing address is ... WITNESSETH: That Trustor conveys, transfers, and assigns to Trustee in Trust, with Power of Sale, the following described real property in ... SKANANI OCCUPIED OF TEXTS AND ANI OCCUPIED OF TRUSTS AND ANI OCCUPIED OF TEXTS AND ANI OCCUPIED OF TEX

SKAMANIA County, Washington: A Trast of heard hecated in the west half of the Northwest quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, Skarania County, Washington, Described as Follows:

Beginning at the Northwest corner of tract 10 as recorded in book "I" of Miscellaneous records at page 364, records of Skameuru county, Washington, Said Northwest Corner being North 00° 36' 09" East 1,595.43 Feet and South 89° 23' 51" East 659.33 feet from the Southwest corner of the said Northwest quarter of Section 23 as Measured along side west live of the Northwest quarter and at a right angle from said west line; Thence south 880 54'00" east along the North line of said tract to a distance of 300 feet; Theme south 00° 36' 09" west 327,98 feet to the west line of said lot 10; thence North 37° 54' 33" West 248.36 Feet to a 202.11 Foot radius curve to the left; Theore along said 202.11 Feet curve 49.75 feet; Theore worth 52° 00' 43" west 78.23 feet to a 180.60 feet radius which property is not used principally for agricultural or farming purposes.

TOGETHER with the rents, issues, profits and income thereof (all of which are hereinafter called "Property Income"). SUBJECT HOWEVER to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such Property Income

THIS DEED OF TRUST is given for the purpose of securing. (1) Performance of each agreement of Trustor herein contained, (2) Payment of the indebtedness by contract of even date herewith. Said contract and the herein contained mortgage secure TRUSTOR's payment under a home improvement consumer credit sale agreement.

To protect the Security of this DEED OF TRUST it is agreed that

- (1) Trustor shall keep said property in good condition and repair, shall not remove or demolish any building thereon, shall complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and shall pay when due all claims for labor performed and materials furnished therefor, shall comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; shall not commit or permit waste thereof; shall not commit, suffer or permit any act upon said property in violation of law; shall cultivate, irrigate, fertilize, furnigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general
- (2) Trustor shall keep all improvements now or hereafter erected on the said property continuously insured against loss by fire or other hazards in an amount not less than the total obligation secured hereby. All policies shall be held by the Beneficiary and be in such companies as the Beneficiary any approve and have loss payable first to the Beneficiary as his interest may appear and then to the frustor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured and in such order as the Beneficiary may determine or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder not cause discontinuance of any action that may have here or may thereafter be taken by Beneficiary or Trustee because of such default. nor cause discontinuance of any action that may have been or may thereafter be taken by Beneficiary or Trustee because of such default.
- (3) Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum in such action or proceeding in which Beneficiary or Trustee may appear and in suit brought by Beneficiary to foreclose this DEED OF TRUST.
- (4) Trustor shall pay: at least ten days before delinquency all taxes and assessments affecting said properly, when due, all encumbrances, charges and liens with interest on said property or any part thereof, which appear to be prior or superior hereto; when due, all costs, fees and expenses of this Trust, including without limiting the generality of the foregoing, the fees of Trustee for issuance of any DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE or DEED OF RELEASE and FULL RECONVEYANCE and all lawful charges, costs and expenses in the event of reinstatement of following default in, this DEED OF TRUST or the obligations secured hereby.
- (5) Should Trustor fail to make any payment or to do any act as provided in this DEED OF TRUST, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said properly for such purpose, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees. Trustor shall pay immediately and without demand all sums so expended by Beneticiary or Trustee, with interest from date of expenditure at the highest rate allowed by
- (6) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is thereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay
- (8) At any time or from time to time, without liability therefor, and without notice, upon written request of Beneficiary and presentation of this (8) At any time or from time to time, without liability therefor, and without notice, upon written request or beneficiary and presentation or this DEED OF TRUST and said contract for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and upon payment of its fees. Trustee may: (a) by DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE release and reconvey, without covenant or warranty, express or implied, any portion(s) of the property then held hereunder; the recitals in such DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof; the grantee in such DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE may be described as "The Person or Persons Legally Entitled Thereto"; (b) consent to the making of any map or plat thereof; PARTIAL RECONVEYANCE may be described as "The Person or Persons Legally Entitled Thereto"; (b) consent to the making of any map or plat thereo; (c) join in granting any easement thereon; or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof. Beneficiary shall execute his release upon such DEED if so requested by Trustee.
- (9) Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender of this DEED OF TRUST and said contract to Trustee for cancellation and retention and upon payment of its fees, Trustee shall by DEED OF RELEASE and FULL RECONVEYANCE release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such DEED OF RELEASE and FULL
- and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such DEED OF RELEASE and FULL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof. The grantee in such DEED OF RELEASE and FULL may be described as "The Person or Persons Legally Entitled Thereto". Seven years after issuance of such DEED OF RELEASE and FULL RECONVEYANCE. Trustee may destroy this DEED OF TRUST, said contract, all evidence of assignments hereof and all other documents relating hereto.

 (10) As additional security. Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of this in performance of any agreement hereunder, to collect and retain such Property Income as it becomes due and payable. Upon such default, Beneficiary at any time without notice, either in person by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of the Trustor, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such Property Income, including that past due and unpaid, and apply the same, less costs and expenses of own name sue for or otherwise collect such Property Income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable afterney's fees, upon any indebtedness secured hereby and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such property income and the application thereof as aforesall strait and cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

020387-2 WA HIP

by Beneficiary to Trustee of written declaration of such default. (a) all sums secured hereby shall become immediately due and payable on delivery to the property secured hereby shall become immediately due and payable on delivery to the property secured hereby under the Power of Sale contained herein on delivery by Beneficiary to Trustee shall proceed to sell at public auction property sold and after giving of notice of sale in the manner provided by law Beneficiary also shall deposit with Trustee this DEED of TRUST, said including Trustor. Trustee or Beneficiary as hereafter defined, may purchase at such sale. Trustee shall deliver to purchaser its TRUSTEE'S DEED, the Including but not limited to costs of evidence of title, the Trustee's fees and Trustee's aftorney's fees, if any, Trustee shall apply the proceeds of the Irustee's sale in the manner provided by law.

(12) Trustee herein may resign by mailing or delivering notice thereof to Beneficiary and to Fiustor. Upon such resignation the Beneficiary may appoint a successor trustee, which appointment shall constitute a substitution of trustee upon the mailing and recording of written notice hereof by the from the predecessor trustee by law for the substitution of a trustee of a DEED OF IRUST A successor trustee herein shall, without conveyance

(13) This DEED OF TRUST applies to, incres to the benefit of and binds all parties herelo, their heirs, legatees, devisees, administrators, executors, named as Beneficiary herein. In this DEED OF TRUST whenever the contract so requires the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) Trustee accepts this trust when this DEED OF TRUST duly executed and acknowledged is made a public record as provided by law. Trustee is Trustee shall be a party unless brought by Trustee.

(15) Time is of the essence of this DEED OF TRUST and each and every provision hereof DATED this . A. day of . OCTOBER . 19 87 STATE OF WASHINGTON This instrumen County of SKAMAN My commission will expire 3 - 1 - 92TRANSFER AND ASSIGNMENT WASHINGTON. . County For value received the undersigned Beneficiary hereby transfers, assigns and conveys unto all right, title, interest, powers and options in to and under the within Deed of Trust from ... as well as the indebtedness secured thereby In witness whereof the undersigned ha heceunto set hand and seal this . day of Signed, sealed and delivered in the presence of: Witness: Notary: (Title) **Notary Public**

My Commission Expires:

County, Washington

FILED FOR RECORD
SKAHAH A GO WASH
BY WESTORN BUILDERS
AM 12 12 01 PH '88

AUDITOR
CARY H. OLSON

HOME IMPROVEMENT CONSUMER CREDIT SALE AGREEMENT SECURITY AGREEMENT, AND DISCLOSURE STATEMENT

cuco. Western	Builders & Design Cor				DATE: 192/87
		-	BUYER	Jeffery P. & Trac	y L. Reis
ODRESS: 4901 NE (Street)	42nd Ave. Portland, O		~	Mile Post 2.03 Kuf	fler Rd. Bonneville
REFMENT RIVARE S	gree that it was their decision to pur ces at the Cash Price, which is less y and together promise and agree as	(Zip) rchase the goods . In return for Sell s follows		(Street) (City)	(State) (Zin) OR
	Complete Description				Cash Price
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SE TO PAY: Buyers agreement. Those t	promise to pay to the Seller at its ac erms are printed on both sides of the date of this contract as shown by a	dress shown abo	ve the lotal of P	ayments shown on this agree ule shown above is an estima	ment in accordance with the te te. The first payment will be d

of be signed by the Buyers upon completion and acceptance of the goods or services described above.

CHARGE FOR LATE PAYMENT: If any payment is not paid within 10 days after its due date. Buyers agree to pay a late charge of 5% of the late payment.

INTEREST AFTER MATURITY: Buyers further agree to pay interest at the Annual Percentage Rate shown on this agreement on any amounts which remain unpaid

FAILURE TO COMPLY WITH THE TERMS OF AGREEMENT. Buyers agree that if they fail to comply with any of the terms of this agreement, Seller without notice may require Buyers to immediately pay the entire unpaid balance of this agreement, after giving Buyers credit for part of the Finance Charge using the same method as for payment of this agreement in full ahead of schedule.

PAYMENT OF AGREEMENT AHEAD OF SCHEDULE: Buyers understand that if they pay the amount due under this agreement in full before the final payment due date, part of the Finance Charge will be credited to Buyers according to the Rule of 78ths refund method as prescribed by state law. Buyers agree that in any case seller may retain a minimum Finance Charge of \$15.00 if the Principal Balance was \$250.00 or less, or \$25.00 if the Principal Balance was more than \$500.00 but not more than \$1.000.00, or \$37.50 if the Principal Balance was more than \$500.00 but not more than \$1.000.00, or \$50.00 if the Principal Balance exceeded \$1.000.00

NOTICE TO BUYER: (a) Do not sign this contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank; (b) You are entitled to a copy of this contract at the time you sign it; (c) You may at any time pay off the full unpaid balance due under this contract, and in so doing you may receive a partial rebate of the service charge; (d) The service charge does not exceed % (must be filled in) per annum computed monthly; (e) You may cancel this contract if it is solicited in person, and you sign it, at a place other than the seller's business address shown on the contract, by sending notice of such cancellation by certified mail return receipt requested to the seller at his address shown on the contract which notice shall be posted not later than midnight of the third day (excluding Sundays and holidays) following your signing this contract. If you choose to cancel this contract, you must return or make available to the seller at the place of delivery any merchandise, in its original condition, received by you under this contract. Buyers agree that at the time they signed they received a copy of this HOME IMPROPERTY CONSUMED CREDIT SALE AGREEMENT. Western Builders & Design Corp.
Seller wolf finaley fer, (SEAL) Signature of Buyer Tracy L. Reis NOTICE: The terms of this agreement are contained on both sides of this page Distribution: White-Branch Copy, Green-File Copy, Canary-Seller Copy, Pink-Buyer's Copy, Goldenrod-Buyer's Copy

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ADDITIONAL TERMS

RULES FOR INTERPRETING THIS AGREEMENT. Paragraph headings are for convenient reference only and are not to be interpreted as a complete summary of each paragraph. The word "Buyers" may mean one or more persons who are purchasing goods and/or services from the Seller and Buyers agree that all of the terms of their agreement with Seller are contained in this written document. Buyers agree that if any part of this agreement under the laws of the State of Washington.

ACTIONS BY SELLER NOT AFFECTING OBLIGATIONS OF BUYERS: Buyers agree that Seller may take any of the following actions at any time and any delay collection, take a new promissory note or obligation for or in connection with this agreement, reduce the amount payable under this agreement, reduce the amount payable under this agreement, release any security for this agreement, fail to enforce any security interest taken in connection with this agreement, release any party to this agreement, agreement, agreement, agreement, agreement and to sue any party for collection of this agreement, or assign this agreement at any time to another

OBLIGATIONS OF BUYERS REGARDING GOODS: Buyers agree that they will keep possession of all goods and not dispose of any of them not permit or cause any other person to claim any rights in the goods. Buyers agree that any loss of or damage to any goods is at their risk and is their responsibility regardless of the cause of the loss or damage. Buyers agree that if Seller requests, they will make all of the goods available to the Seller any of the goods.

RIGHTS OF SELLER REGARDING GOODS: Buyers agree that if they fail to fully comply with any of the terms of this agreement. Seller shall have, but will not be limited to, the right, without notice in accordance with state law, to enter any house or other building and on any real estate and to take possession of goods wherever they may be found. Buyers agree that Seller may sell any of the goods for cash or credit and that any notice required at the time of signing this agreement. Seller may insert identifying numbers or marks of the goods in the space for description of goods on the other

TRANSFER OR SALE OF REAL ESTATE: If all or any part of any real estate securing this contract is sold or transferred without Seller's prior written consent, with the exception of certain transfers as set out in any mortgage or deed of trust which secures this contract. Seller, at Seller's option, may declare the entire balance package of the package of the entire balance.

POSTPONEMENT OF PAYMENT DUE DATES: If any Buyer requests permission to delay making one or more payments. Seller may postpone one or more scheduled payment due dates. Buyers agree to pay all charges for postponement of scheduled payment due dates. ATTORNEY FEES; Buyers agree to pay Seller's reasonable attorney fees after default and referral to an attorney who is not a salaried employee of the

DISCLAIMERS BY SELLER: Seller shall not be liable for delays or damages caused by strikes, material or labor shortages or other conditions beyond Seller's control. Seller is not responsible for seeking or obtaining any license, permit or authorization to provide the services called for by this agreement. Buyers acknowledge that Seller has made no representations, promises or warranties, express or implied, with regard to the goods and/or

Secured Party has no Intent to contract for, receive or charge a time price differential in excess of that permitted under the laws of the State of Washington, and in the event that any charge hereunder or under any instruments or documents associated herewith should result in a time price differential in excess of law, any and all such excess shall not be payable by Buyer, and if any such excess time price differential in excess of law, any and all such excess shall not be payable by Buyer, and if any such excess time price differential in excess of that permitted by either remitted to Buyer or applied in reduction of the Secured Debt.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

	BOOK 109 PAGE 1
The	printing contained in this box is not part of Buyers' agreement
	ASSIGNMENT BY SELLER
	contract and all our right, title and interest in it and in its collateral to
contract accurately and correctly reflects applicable installment sales law or other a cancel on behalf of Buyers; 5) that the go contract; 6) that at the time this contract is goods and services described in or related deduction, credit or counterclaim; 8) that that we have reconstructed.	(Assignee), and warrant all of ce, lien, or any interest of third parties of any nature whatsoever; 3) that all services and installation be completed according to the contract at the time this contract is sold to the Assignee; 4) that this igenuine, bona fide sale and the price and terms thereof, and is valid and in compliance with any pplicable state or federal law or administrative regulation and that there is no unexpired right to old to the Assignee, the goods and services are in the possession of the obligor and are the identical of the contract; 7) that the amount due from the obligor is not disputed or subject to any set-off, quivalent, for the down payment, no part of which was loaned by us, directly or indirectly, to the
that there is no undisclosed agreement, competent at the time it was executed; 14) Assignee after this conveyance; 15) that all contract is vested in Buyers free and clear of written notice given by us to Assignee before knowledge or lack of knowledge or reliance Assignee for the balance remaining unpaid and court costs incurred by Assignee less assignment is initialed below, we engage the Assignee or to any subsequent assignee, regions, this Assignment is without recourse.	quivalent, for the down payment, no part of which was loaned by us, directly or indirectly, to the dole contract between us and the obligor as to the sale of goods or services evidenced herein; 12) that there are no valid defenses in law or equity to this contract as it exists in the hands of the signatures on this contract are genuine; and 16) that title to the real property improved under this all liens and encumbrances whatsoever, except as noted either in Buyers' credit application or in a thereon, Assignor hereby unconditionally agrees to repurchase the documents on demand from the same than the contract and the contract are genuine; and the foregoing warranties are untrue, regardless of Assignee's lus any expense of collection, repossession, foreclosure, transportation, or storage, attorney fees, at the within contract will be paid according to its tenor and that if it is not we shall pay it to the indices of the order in which assignments are made. If a "Without Recourse" assignment is initialed
that there is no undisclosed agreement, competent at the time it was executed; 14) Assignee after this conveyance; 15) that all contract is vested in Buyers free and clear o written notice given by us to Assignee before knowledge or lack of knowledge or reliance Assignee for the balance remaining unpaid and court costs incurred by Assignee less assignment is injuried.	ession or litigation of any nature affecting this contract; 13) that all the parties to this contract were ession or litigation of any nature affecting this contract; 13) that all the parties to this contract were that there are no valid defenses in law or equity to this contract as it exists in the hands of the signatures on this contract are genuine; and 16) that title to the real property improved under this all liens and encumbrances whatsoever, except as noted either in Buyers' credit application or in a thereon, Assignor hereby unconditionally agrees to repurchase the documents of demand from any expense of collection, repossession, foreclosure, transportation, or storage, attorney fees

THE RESTRICTION OF THE PROPERTY OF THE PARTY OF THE PARTY

Western Builders & Design Corp.
Washington Lic. # WESTEBD307MP Oregon Lic. # 2435 GENERAL CONTRACTOR 4907 N.E. 42nd Avenue Portland, Oregon 97218 Portland (503) 288-7372 Vancouver (206) 696-4261 Bonded & Insured
Customer's Name JEFFREY P. VTRACY REIS Date 10/2/87
Address MP 203 KUFFLER PD. Phone 509) 467-8447
City KAMANIA State WASH Zipcode 98648
Company's Guarantee: The company guarantees it's workmanship and will replace faulty materials or faulty workmanship free of charge.
Customer Agreement: 1/We the undersigned, hereby authorize and give our consent to have the following work done.
SPECIFICATIONS:
Trepare home to be resided by remading Corne as
and replacing notted siding when necessary.
Donatal strya oar (2") on all outer walls.
Onatall aloide siding (STEL) 8" on outer walls.
De al genuine accessarges such as I channel
finish trim and corners.
Anstall 13 sets of shutters CUOR DEEP RED
Furnish 1 gallons of paints
all work to be done according to factory specs.
The propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
Eletter sex hundred and twenty sindollars is 8040 "
All material is guaranteed to be as specified All who to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents.
or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
mork W. J. buller Signature Signature
Date of Acceptance: Workmanship guaranteed for one year

Military. \$ 15,001.20 December 4 I (or if more than one maker) we, jointly and severally, promise to pay to the order of Western 19.87 Builders & Design Corp at 4907 NE 42 nd.Ave, Portland, Or 97218 Fifteen Thousand One Dollors and 20/100 ---with interest thereon at the rate of 12.25 percent per annum from December 4, 1987 DOLLARS, installments of not less than \$ 125.01 until paid, payable in in any one payment; interest shall be paid in payment the minimum payments above required; the first payment to be made on the 18th is included in 19 87, and a like payment on the 18th day of each month thereafter, until the whole sum, principal and 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 amount of such reasonable attorney's lees shall be lixed by the court, or courts in which the suit of action, including any appeal therein, FORM No. 217-INSTALLMENT NOTE.

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