107380

Filed for Record at Request of

Name Washington School Employees Credit Union

Address

325 Eastlake Avenue East

City and State Seattle, WA 98109

03-10-20-0-0-0802-00

SK-15316 DEED OF TRUST BOOK 114 PAGE 84 2

THIS SPACE RESERVED FOR RECORDER'S USE.

FILED FOR RECORD

BY SKAMANIA COSTILE

E. nustar.

Jun 14 10 07 AM '69

GARY H. GLSON

THIS DEED OF 180SI, made this 11th day of July	
PAUL R. DEMCHUK and DONNA M. DEMCHUK. hu	shand and wife Greater
whose address is MP 0.86R Kollock-Knapp Road, Underwood, Wash	ington 98651
SKAMANIA COUNTY TITLE whose address is 43 Russell Street, P.O.Box 277, Stevenson,	Vashington 986/9
Washington School Employes Credit Union, Beneficiary, whose address is 325 Eastlak	e Avenue East, Seattle, WA 98109
WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in Trust, with po SKAMANIA County, Washington:	wer of sale, the following described real property in

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE SAID SECTION 10; THENCE ALONG THE SOUTH LINE OF THE SAID SECTION 20 SOUTH 88°53' EAST 1,305.31 FEET; THENCE KORTH 1,590.13 FEET TO THE CENTERLINE OF COUNTY ROAD NO. 3130 DESIGNATED AS THE KÖLLOCK-KNAPP ROAD, SAID POINT BEING THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE SOUTH 279 FEET; THENCE NORTH 44°16' WEST 623.85 FEET; THENCE NORTH 279 FEET TO THE CENTERLINE OF SAID KOLLOCK-KNAPP ROAD; THENCE FOLLOWING THE CENTERLINE OF SAID ROAD SOUTHEASTERLY 624 FEET, MORE OR LESS, TO THE INITIAL POINT:

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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.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of THIRTY FIVE THOUSAND THREE HUNDRED FOUR & 68/100\* \* \* \* Dollars (\$-35, 304.68\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* ) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and 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.

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 be in such companies as the Beneficiary may approve and have loss payable first to 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.
- 4. To defend any action or proceedings 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 sult brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, less, 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 fall 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.

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## IT IS MUTUALLY AGREED THAT:

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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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not walve 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 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 or Trustee's authorized agent shall sell the trust property, in accordance with the Deed 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 shall be deposited (less clerk's filling fee) with the clerk of the superior court of the county in which sale takes place.
- 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 facte evidence of such compliance and conclusive evidence thereof in favor of cona lide purchasers 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 shall appoint in writing a successor trusteee, 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, insures 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 herein.

X ing In Denchuk

STATE OF WASHINGTON

On this day personally appeared before me

Paul R. Demchuk
Donna M. Demchuk
to me known to be the individual described in and
who executed the within and foregoing instrument,
and acknowledged that they signed the same
as their free and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this lithday of July 19 89

Notary Public in and for the State of Washi residing at Seattle

STATE OF WASHINGTON COUNTY OF On this

, 19 before me, the undersigned, a

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

and.

tome known to be the

President and

Secretary,

respectively of

the corporation that executed the 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 stated that

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 first above written.

Notary Public in and for the State of Washington, residing at

## REQUEST FOR FULL RECONVEYANCE Do not record. To be used only when note has been paid.

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 evidences 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		
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Mail reconveya	nce to				