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Filed for Record at Request of SECURITY PACIFIC BANK WASHINGTON

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SKAMANIA CO. WASH  
BY MT. ADAMS TITLE

Aug 21 220 PM '89

E. Mueller  
AUDITOR

GARY M. OLSON

## PERSONAL LINE OF CREDIT

### DEED OF TRUST

THIS DEED OF TRUST is made this 18<sup>th</sup> day of Aug, 1989, between WILLIAM B. TREMMEL AND SAVANNAH G. TREMMEL, HUSBAND AND WIFE, Grantor, whose address is 134L BERGE ROAD,

19 89

STEVENSON, WA. 98648.

RAINIER CREDIT COMPANY, Trustee, whose address is P.O. BOX C-240119 SEATTLE, WA 98124 and SECURITY PACIFIC BANK WASHINGTON, N.A., Beneficiary, at its above named address.

WHEREAS Grantor has entered into an agreement with Beneficiary under which Beneficiary agrees to lend to the Grantor from time to time, subject to repayment and reborrowing, up to a total amount outstanding at any point in time of:

SEVENTEEN THOUSAND AND 0/100

(\$ 17,000.00) Dollars which indebtedness is evidenced by Grantor's Personal Line of Credit Customer Agreement dated Aug 18, 1989, 1989 (herein "Agreement"). The Agreement is incorporated herein by reference as though fully set forth.

TO SECURE to Beneficiary (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of other sums, with interest thereon, advanced to protect the security of this Deed of Trust, and the performance of the covenants and agreements of Grantor herein contained, and (b) the repayment of such further sums as may be loaned or advanced by Beneficiary to Grantor, together with interest thereon at such rate as may be agreed upon, Grantor does hereby irrevocably grant, bargain, sell and convey to the Trustee in Trust, with power of sale, the following described property in SKAMANIA County, State of Washington:

SEE ATTACHED

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereafter belonging or in any wise appertaining, and the rents, issues and profits thereof; it being the express intent of Grantor and Beneficiary that this Deed of Trust and the estate held by Trustee hereunder shall continue in effect notwithstanding that from time-to-time no indebtedness of Grantor to Beneficiary under the Agreement may exist, and shall survive as security for all new or additional indebtedness of Grantor to Beneficiary under the Agreement from time-to-time arising.

VARIABLE INTEREST RATE. The interest rate on Grantor's indebtedness under the Agreement may vary from time-to-time in accordance with changes in the Treasury Bill Rate, or the Prime Rate, as the case may be, as described in the Agreement.

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, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary 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.
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.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary's attorney's fees actually incurred.
6. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or liens, voluntary or involuntary, against the property.
7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under any existing mortgage or deed of trust or real estate contract on the property, and to save Beneficiary harmless from the consequences of any failure to do so.
8. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the highest rate then applicable to Grantor's indebtedness under the Agreement or other loan document from the date of such payment, and all such payments, with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

Registered

Indexed, JIR

Indirect

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**SECURITY PACIFIC  
BANK WASHINGTON**

FORM NO. 81005 81-28



## SCHEDULE C

The land referred to in this policy is situated in the State of  
County of SKAMANIA

WASHINGTON

and is described as follows:

A tract of land located in the Joseph Robbins D.L.C. in Section 27, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of the said Section 27; thence South  $01^{\circ}58'25''$  East along the Section line 660 feet; thence South  $01^{\circ}58'25''$  East 660 feet, more or less, to the North line of the said Robbins D.L.C.; thence West along said North line 323.96 feet to the true point of beginning; thence West along said D.L.C. line 609.54 feet to a point 1,320 feet East of the Northwest corner of the said D.L.C.; thence South 766 feet to the Northerly right-of-way line of Berge Road; thence along said Northerly right-of-way line to a point 60 feet distant from the West line of said tract extended South; thence North parallel to and 60 feet distant from said West line 400 feet, more or less; thence North  $88^{\circ}01'35''$  East 245.37 feet, more or less, to a point which is South  $01^{\circ}58'25''$  East 1,686.00 feet and South  $88^{\circ}01'35''$  West 688.13 feet from the Northeast corner of said Section 27; thence South  $56^{\circ}16'26''$  East 448.44 feet; thence North  $01^{\circ}58'25''$  West 627.68 feet, more or less, to the North line of said Robbins D.L.C. and the true point of beginning;

ALSO a 30-foot strip of land being 15 feet on either side of the following center line description:

Beginning at the Northeast corner of Section 27, Township 3 North, Range 8 East of the Willamette Meridian; thence South  $01^{\circ}58'25''$  East 1,929.21 feet along the section line; thence South  $88^{\circ}01'35''$  West 323.96 feet to the true point of beginning; thence South  $56^{\circ}16'26''$  East 109.33 feet; thence South  $50^{\circ}17'51''$  East 163.76 feet; thence South  $25^{\circ}08'01''$  East 36 feet, more or less; to the Northerly right-of-way line of Berge Road.

W.J.  
T. H. S.  
T. H. S.