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FILED FOR RECORD AT REQUEST OF

CTC-36691-BAS		
WHEN RECORDED	RETURN	10

Address

sk-15392

02-05-30-0-0-1526 & 1519

City, State, Zip

BOOK 116 PAGE 34

THIS SPACE PROVIDED FOR RECORDER'S USE

FILED FOR RECORD SKAHANIA CO. WASH

BY SKAMANIA CO. TITLE

SEP 25 11 12 AM '89

AUDITOR ()
GARYM. OLSON

Deed of Trust

(For Use in the State of Washington Only)

	17 07 036	in the state of n	usningion Only)	_	
THIS DEED OF TRUST,	made this 21st	_ day ofSep	tember	, 19 89	_, between
LARRY A. MOEHNKE	and RaDONNA D.	MOEHNKE, hu	sband and wife	, (GRANTOR.
whose address is	3				
CHICAGO TITLE INSUR Fifth Avenue, Seattle, Wash	ANCE COMPANY, a ington 98104 and	corporation, TR ROBERT E. 1	USTEE, whose address i	s 1800 Columbia J. HUNTER,	Center, 701
husba	nd and wife	$^{\prime}N$		BEN	EFICIARY.
whose address is	٠	$V \mathcal{I}$		4	
WITNESSETH: Grantor	hereby bargains, s	ells and conve	s to Trustee in Trust	, with power of	of sale, the
following described real p	operty in Skama	ania		County, \	Washington
Two Parcels of Land Section 30, Townshi County, Washington	p 2 North, Ran	ge 5 East of	quarter of the So the Willamette Me	outhwest quan ridian, Skam	cter of Mania
Lots 2 and 3 of the	Stanley Wright	t Short Plat	as recorded in Bo	ok 2 of Shor	ct Plats,

THIS Deed of Trust is second and Subordinate to an exiting Deed of Trust in the original amount of \$25,500.00, and dated July 18, 1986 and recorded July 21, 1986, under Auditor's file No. 101489, in Book 101, at Page 896, which Deed of Trust grantors herein agree to assume and pay according to the terms and conditions therein.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, detection and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits increof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment

of the sum of (\$ 12,108.09

on page 155, Skamania County Records.

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.

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- 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 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, 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 premiunts, hens, encumbrances or other charges against the property hereinebove described. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forthin the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IL IS MUTUALLY AGREED THAT

- 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 obligation.
- 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 shell reconvey all or any part of the property covered by this Beed 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 self 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, (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5 Irustee shall deliver to the purchaser at the said 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 bona 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.

	HLARRY A. MOEHNKE Greeke Kicks Kickson K. H. Moehnke Radonna D. Moehnke
STATE OF WASHINGTON (1997)	STATE OF WASHINGTON
STATE OF WASHINGTON COUNTY OF Clark On this day personally appeared before me	COUNTY OF
On this day personally appeared before me	On this day of
Larry A. Moehnke and RaDonna	before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
D. Moehnke	and,
to mathownite be the individual described in and who executed the willin and foregoing instrument, and acknowledged has Liey signed the same	to me known to be the President and Secretary, respectively of
the line columnary act and deed, for this act and deed, the transfer therein mentioned.	the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corpor- ation, for the uses and purposes therein mentioned, and on oath stated that
Under the Rayel and official seal this	authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.
23 morepher 19 89	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 Vancouver	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.

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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	 	 	 	 	
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