

108159

RECORDING REQUESTED BY: SKAMANIA TITLE COMPANY, INC.  
AND WHEN RECORDED, MAIL TO:NAME: TRANSAMERICA FINANCIAL SERVICES  
P.O. BOX 849  
ADDRESS: REDWOOD CITY, CA. 94063  
CITY & STATE:

Title Order No. SK-15421 Escrow No.

03-09-11-3-0-1200-00

BOOK 116 PAGE 496

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

Oct 30 10 48 AM '89

E. Mayford

GARY M. OLSON

SPACE ABOVE THIS LINE FOR RECORDERS USE

## DEED OF TRUST AND ASSIGNMENT OF RENTS

LICENSE NO: 905 1110

DATE OF THIS DEED OF TRUST AND OF THE LOAN TRANSACTION OCTOBER 26, 1989	DATE FUNDS DISBURSED AND INTEREST BEGINS OCTOBER 31, 1989	ACCOUNT NUMBER 322250
BENEFICIARY: TRANSAMERICA FINANCIAL SERVICES ADDRESS: 654 BAIR ISLAND RD., STE. 105 CITY: REDWOOD CITY, CA. 94063	TRUSTOR(S): 1) HENRY RAY JOHNSON AND DONNA L. JOHNSON, HUSBAND AND WIFE 2) JOHNSON, HUSBAND AND WIFE NAME OF TRUSTEE: SKAMANIA TITLE COMPANY, INC.	

## THIS DEED OF TRUST SECURES FUTURE ADVANCES

By this Deed of Trust, the undersigned (all, if more than one), hereafter "Trustor", for the purpose of securing payment of a Promissory Note of even date in the sum of \$ 23,750.76 from HENRY RAY JOHNSON AND DONNA L. JOHNSON (the signer(s) of said Note) to Beneficiary above named, any extensions, renewals, or rewrites of said Note, including all future advances in connection therewith, hereby grants, transfers and assigns to above named Trustee in trust, with power of sale, the following described real estate together with all improvements thereon situated in California, County of SKAMANIA COUNTY:

PLEASE SEE ATTACHED LEGAL DESCRIPTION.

If the indebtedness secured hereby is fully paid according to its terms, then this Trust Deed shall become null and void. Should Trustor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

Upon default in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary and without demand but upon notice to Trustor. In such event and upon written request of Beneficiary, the Trustee shall sell, for lawful money of the United States, the property then subject to this Deed of Trust, as a whole or in separate parcels, at Beneficiary's option, in accordance with the provisions of the laws of the State of California in force at the time of such sale, and if in separate parcels, in such order as Beneficiary may direct, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone the sale of all or any portion of said property by public oral announcement at the time and place of sale, and from time to time thereafter, may postpone such sale by public oral announcement at the time fixed by the preceding postponement. Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto. Unless otherwise prohibited by law, upon default in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor agrees to pay any appraisal costs expended by Beneficiary to obtain a current market evaluation of the above described real property.

This Deed inures to the benefit of, and binds all parties hereto, their heirs, legatees, administrators, executors, successors and assigns. Trustor agrees to keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner, any building which may be constructed, damaged or destroyed thereon and to pay when due, all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character of use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

Trustor agrees to pay when due, all taxes, liens (including any prior Trust Deeds) and assessments that may accrue against the above described property and in default thereof, Beneficiary may (but is not obligated to do so and without waiving its right to declare a default) pay such lien, tax or assessment. Trustor further agrees to maintain insurance in such form and amount as may be satisfactory to the Beneficiary with Beneficiary as mortgagee loss payee. If Trustor shall fail to do so, Beneficiary may (but is not obligated to do so and without waiving its right to declare a default) procure such insurance. Any premium, tax, lien or assessment, as well as any cost or expense that the Trustor has agreed to pay in any other provision of this instrument, shall, upon payment by the Beneficiary, be added to the unpaid principal balance of the obligation herein and be secured by this Deed of Trust and shall bear interest from the date of payment at the agreed rate of charge as set forth in the Promissory Note.

Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right prior to any default in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agents or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property and any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, 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 rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Trustor agrees to appear in and 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 incurred by Beneficiary, including reasonable attorney fees, in any proceeding relating to Trustor's bankruptcy or the foreclosure of this Deed by Beneficiary.

Beneficiary may, without the concurrence of Trustor and/or Trustee, at any time and for any reason, by instrument in writing, substitute a successor to any Trustee named herein or acting hereunder, which instrument, when properly acknowledged and recorded in the office of the Recorder of the County where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee, who shall succeed to all its title, estate, rights, powers and duties. Beneficiary may charge a fee not to exceed \$50.00 as permitted by Section 2943 of the California Civil Code for furnishing to an "entitled person" or such person's authorized representative the statement required by said section.

THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS AS SET FORTH ON THE REVERSE SIDE HEREOF.



OFFICIAL SEAL  
BARBARA W. WALLQUIST  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
SAN MATEO COUNTY

My Commission Expires October 2, 1990

Signature of Trustor(s):

HENRY RAY JOHNSON

DONNA L. JOHNSON

STATE OF CALIFORNIA

COUNTY OF SAN MATEO

SS.

On this 26TH day of OCTOBER in the year 1989, before me

BARBARA W. WALLQUIST, a Notary Public in and for SAN MATEO

County, California, personally appeared HENRY RAY JOHNSON AND DONNA L. JOHNSON

proved to me on the basis of satisfactory evidence) to be the person S whose name S ARE subscribed to this instrument, and acknowledged that The Y executed it.

Notary's Signature:

Type or Print Notary's Name: BARBARA W. WALLQUIST

15-041 (REV. 1-89)

ORIGINAL

TRUSTOR(s):	
(1)	HENRY RAY JOHNSON AND
(2)	DONNA L. JOHNSON
ADDRESS: 1194 KING ST.	
CITY:	REDWOOD CITY, CA. 94061

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SAID SECTION 11; THENCE WEST 20 RODS; THENCE SOUTH 9 RODS; THENCE WEST 42.5 FEET; THENCE SOUTH 100 FEET; THENCE EAST 26 FEET; THENCE SOUTH 411.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE SAID SECTION 11; THENCE EAST 21 RODS; THENCE NORTH 40 RODS, MORE OR LESS, TO THE POINT OF BEGINNING.

# REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid

To \_\_\_\_\_, Trustee: Date \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidence of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

TRANSAMERICA FINANCIAL SERVICES

CORPORATE NAME

By \_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Registered	<u>6</u>
Indexed, Dir	<u>0</u>
Indirect	<u>0</u>
Filmed	<u>11-3-89</u>
Mailed	