

108279

WHEN RECORDED MAIL TO:
SECURITY PACIFIC BANK WASHINGTON

Security Pacific Bank Washington
71 N. E. Estes
Box 67
White Salmon, Washington 98672

SK-15431 & SK-15477/ES-898
02-06-34-0-0-0300-00
02-06-34-1-3-0200 & 0300-00

BOOK 116 PAGE 764
FILED RECORD
OFFICE OF THE CLERK
BY SKAMANIA CO. TITLE

Nov 20 10 42 AM '89

GARY M. OLSON

RESERVED FOR AUDITOR'S USE ONLY.

DEED OF TRUST

THIS DEED OF TRUST is granted this 16th day of November, 1989
by Bob D. McCoy, Wilma June McCoy, husband & wife dba McCoy Properties, Johnny Joe McCoy, Katherine McCoy, husband & wife.
(Grantor) to RAINIER CREDIT COMPANY ("Trustee") in trust for SECURITY PACIFIC BANK WASHINGTON, N.A., ("Beneficiary"), at its office Grantor agrees as follows.

1. **CONVEYANCE.** Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, all of Grantor's right, title and interest in the following described real property ("Property"), whether now owned or later acquired, located at

Stevenson, WA

Skamania

County, Washington and legally

described as

See attached legal description

"All timber, standing, cut, or to be cut"

together with all equipment and fixtures, now or later attached to the Property; all tenements, hereditaments and appurtenances, now or later in any way appertaining to the Property; and all leasehold interests, rents, payments, issues and profits derived from or in any way connected with the Property. This Property is not used principally for agricultural or farming purposes.

2. **ASSIGNMENT OF RENTS**

2.1 **ASSIGNMENT.** Grantor further assigns to Beneficiary all of Grantor's interest in all existing and future leases, licenses and other agreements for the use or occupancy of the Property ("Contracts"), including the immediate and continuing right to collect, in either Grantor's or Beneficiary's name, all rents, receipts, income and other payments due or to become due under the Contracts ("Payments"). As long as there is no default under this Deed of Trust, Grantor is granted a license to collect the Payments, but such license shall not constitute Beneficiary's consent to Grantor's use of the Payments in any bankruptcy proceeding.

2.2 **DISCLAIMER.** Nothing contained in this Deed of Trust shall be construed as obligating Beneficiary or any receiver to take any action to enforce any provision of the Contracts, expend any money, incur any expense or perform any obligation under the Contracts. Beneficiary's duties are expressly limited to giving of proper credit for all Payments received by it.

3. **SECURED OBLIGATIONS.** This Deed of Trust secures performance of each agreement of Grantor contained in this Deed of Trust and the payment of the sum of *Sixty one thousand two hundred eighty three and 50/100* Dollars
(\$61,283.50**) with interest thereon as evidenced by a promissory note(s) dated November 16, 1989.

payable to Beneficiary or order and made by Grantor, including all renewals, modifications and extensions thereof, together with all other existing and future obligations of Grantor to Beneficiary, whether or not such obligations are (a) related by class or kind, (b) now contemplated by Grantor and Beneficiary or (c) identified as being secured by the Property ("Secured Obligations"). Nothing contained in this Deed of Trust shall be construed as obligating Beneficiary to make any future advance to Grantor.

4. **AFFIRMATIVE COVENANTS.** Grantor shall

4.1 **MAINTENANCE OF PROPERTY.** Maintain and preserve the Property in good condition and repair, ordinary wear and tear excepted; complete any improvement which may be constructed on the Property, and restore any improvement which may be damaged or destroyed.

4.2 **COMPLIANCE WITH LAWS.** Comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.

4.3 **REAL ESTATE INTERESTS.** Perform all obligations to be performed by Grantor under the Contracts.

4.4 **PAYMENT OF DEBTS AND TAXES.** Pay promptly all obligations secured by the Property; all taxes, assessments and governmental liens or charges levied against the Property, and all claims for labor, materials, supplies or otherwise which, if unpaid, might become a lien or charge upon the Property.

4.5 **INSURANCE.** Insure continuously, with financially sound and reputable insurers acceptable to Beneficiary, all improvements on the Property against all risks, casualties and losses through standard fire and extended coverage insurance or otherwise, including, without limitation, insurance against fire, theft, casualty, vandalism and any other risk Beneficiary may reasonably request. The insurance policies shall be in an aggregate amount of not less than the full replacement cost of all improvements on the Property, including the cost of demolition and removal of debris, and shall name Beneficiary as loss payee, as its interest may appear. The amounts collected under the insurance policies may be applied to the Secured Obligations in any manner as Beneficiary determines, and such application shall not cause discontinuance of any proceeding to foreclose upon this Deed of Trust. In the event of foreclosure, all of Grantor's rights in the insurance policies shall pass to purchaser at the foreclosure sale.

4.6 **HAZARDOUS WASTE.** Notify Beneficiary within twenty four (24) hours of any release of a reportable quantity of any hazardous or regulated substance, or of the receipt by Grantor of any notice, order or communication from any governmental authority which relates to the existence of or potential for environmental pollution of any kind existing on the Property, or results from the use of the Property or any surrounding property, and

4.7 **COSTS AND EXPENSES.** Pay, reimburse and indemnify Beneficiary for all of Beneficiary's reasonable costs and expenses incurred in connection with foreclosing upon this Deed of Trust, defending any action or proceeding purporting to affect the rights or duties of Beneficiary or Trustee under this Deed of Trust, or managing the Property and collecting the Payments, including, without limitation, all reasonable attorneys' fees and value of the services of staff counsel, legal expenses, collection costs, costs of title search, and trustee's and receiver's fees.

5. **NEGATIVE COVENANTS.** Grantor shall not without Beneficiary's prior written consent:

5.1 **PAYMENTS.** Accept or collect Payments more than one (1) month in advance of the due date.

5.2 **MODIFY CONTRACTS.** Terminate, modify or amend any provision of the Contracts, or

5.3 **RESTRICTIONS ON CONVEYANCES.** Transfer or convey any interest in the Property, except by will or intestacy.

6. **EMINENT DOMAIN.** In the event any portion of the Property is taken through eminent domain, the amount of the award to which Grantor is entitled shall be apportioned to the Secured Obligations.

7. **RECONVEYANCE.** Trustee shall reconvey such portion of the Property to the person entitled thereto upon written request of Beneficiary, or upon satisfaction of the Secured Obligations and written request for reconveyance made by Beneficiary or any person interested in the Property.

8. **SUCCESSOR TRUSTEE.** In the event of death, incapacity, disability or resignation of the Trustee, Beneficiary may appoint a successor trustee and, upon the recording of such appointment in the 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.

DO NOT SIGN IN SPACES OF
THIS DEED OF TRUST
FORMING

9 **EVENTS OF DEFAULT.** The occurrence of any of the following events shall, at Beneficiary's option, and at any time without regard to any previous knowledge on Beneficiary's part, constitute a default under the terms of this Deed of Trust, the Secured Obligations and all related loan documents.

9.1 **NON-PAYMENT OF PRINCIPAL OR INTEREST.** Any payment of principal or interest on the Secured Obligations is not made when due, or

9.2 **FAILURE TO PERFORM.** Any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property is not paid when due, or any other term, covenant or agreement of Grantor contained in this Deed of Trust or in any other document with Beneficiary, or in which Grantor grants a security interest in the Property, is not promptly performed or satisfied.

10. **REMEDIES UPON DEFAULT.** If any default occurs and is continuing, Beneficiary may, at its option,

10.1 **TERMINATE COMMITMENT.** Terminate any outstanding and unfulfilled commitment to Grantor.

10.2 **ACCELERATE.** Include any or all of the Secured Obligations, together with all accrued interest, to be immediately due and payable without presentment, demand, notice or any kind, all of which are expressly waived by Grantor;

10.3 **PAYMENTS.** Pay such sums as may be necessary to pay any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property, without prejudice to Beneficiary's right to accelerate the Secured Obligations and foreclose upon this Deed of Trust. Grantor shall reimburse Beneficiary, upon demand, for all such amounts paid by Beneficiary, with interest thereon from the date of such payment at the highest rate that is, from time to time, applicable on any of the Secured Obligations. All unreimbursed amounts shall be added to and become a part of the Secured Obligations.

10.4 **COLLECTION OF PAYMENTS.** Terminate the license granted to Grantor to collect the Payments, take possession of, manage and operate the Property under the terms of the Contracts, and demand and collect all Payments, including endorsing any check, draft or other instrument given as payment, either by itself or through an agent or judicially-appointed receiver. The Payments shall be applied first to payment of the costs of managing the Property and collecting the Payments, and then to the Secured Obligations.

10.5 **TRUSTEE'S SALE.** Direct the Trustee, upon written request, to sell the Property and apply the sale proceeds in accordance with Washington's Deed of Trust Act (RCW 61.24.010, et seq.). Any person, except Trustee, may bid at the Trustee's sale, and

10.6 **OTHER REMEDIES.** Pursue all other available legal and equitable remedies, including, without limitation, foreclosing upon this Deed of Trust as a mortgage.

Grantor expressly waives any defense or right, in any action or proceeding in connection with the Secured Obligations, that Beneficiary must first resort to any other security or person.

11. **WAIVER.** No waiver by Beneficiary of any deviation by Grantor from full performance of this Deed of Trust or the Secured Obligations, as the case may be, shall constitute a waiver of Beneficiary's right to require prompt payment or to assert any other right or remedy provided for in this Deed of Trust or the Secured Obligations on the basis of the same or similar failure to perform.

12. **SUCCESSORS AND ASSIGNS.** This Deed of Trust inures to the benefit of and is binding upon the respective heirs, devisees, legatees, administrators, executors, successors and assigns of the parties hereto.

X Bob D. McCoy
Bob D. McCoy

X William June McCoy
William June McCoy

X Bob D. McCoy
McCoy Properties, Bob D. McCoy

X Johnny Lee McCoy
Johnny Lee McCoy

X Katherine McCoy
Katherine McCoy

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF WASHINGTON)

County of _____)

I certify that I know or have satisfactory evidence that _____ were the individual(s) who signed this instrument in my presence and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

My appointment expires _____

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF WASHINGTON)

County of _____)

I certify that I know or have satisfactory evidence that _____ were the individual(s) who signed this instrument in my presence, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the

_____ of _____

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

My appointment expires _____

REQUEST FOR RECONVEYANCE

To Trustee

The undersigned is the holder of the note or notes secured by this Deed of Trust, and all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: _____

PARCEL I

BOOK 116 PAGE 766

The East half of the Northeast quarter; the Southwest quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter, all in Section 12, Township 3 North, Range 7-1/2 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL II

Government Lot 1; the North 28.73 acres of Government Lot 2; and the North 8.2 acres of the West 10.94 acres of the Southeast quarter of the Northwest quarter all in Section 7, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

AND a strip of land 50 feet in width described as follows:

Beginning at the Northwest corner of the Northeast quarter of the Northwest quarter of the said Section 7; thence South 50 feet; thence East to intersection with the tract of land conveyed to the State of Washington for Secondary Highway No. 8-C by deed dated October 29, 1956, and recorded at page 485 of Book 42 of Deeds, records of Skamania County, Washington; thence North along the Westerly line of said tract to the North line of the said Section 7; thence West to the point of beginning.

PARCEL I

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY BANK OF DUNCAN CREEK AND SOUTHERLY OF THE NORTHERLY LINE OF THE TRANSMISSION LINE EASEMENT, 100 FEET IN WIDTH, GRANTED TO THE UNITED STATES OF AMERICA FOR THE BONNEVILLE POWER ADMINISTRATION'S ELECTRIC POWER TRANSMISSION LINES;

EXCEPT THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SAID SECTION 34;

AND EXCEPT A TRACT OF LAND AND AN EASEMENT FOR A ONE INCH WATER PIPELINE GRANTED TO GEORGE S. NIELSON BY DEED DATED OCTOBER 12, 1916, AND RECORDED FEBRUARY 16, 1917, AT PAGE 105 OF BOOK "0" OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

PARCEL II

LOTS 24, 25 AND 26 OF DUNCAN CREEK TRACTS SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE AUDITOR IN BOOK "A" OF PLATS AT PAGE 85, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Bob D. McCoy, and Wilma June McCoy, husband & Wife, dba McCoy Properties

X Bob D. McCoy
Bob D. McCoy

date 11/16/89

X Wilma June McCoy
Wilma June McCoy

date 11/16/89

X Bob D. McCoy
McCoy Properties, by Bob D. McCoy

Date 11/16/89

X Johnny Joe McCoy
Johnny Joe McCoy

date 11/16/89

X Katherine McCoy
Katherine McCoy

date 11/16/89