

108282

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# DEED OF TRUST

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This Deed of Trust, Made this 4th day of October, 1989  
 Between ARNOLD D. BOOTH & ZOE BOOTH, as Grantor, whose address is  
P.O. BOX 497 CHESSER ROAD STEVENSON WA 98648  
TRANS AMERICA TITLE INSURANCE COMPANY, as Trustee, whose address is  
P.O. BOX 1493, BELLEVUE, WA 98009  
 and AI'RE INC. AN AUTHORIZED SEARS CONTRACTOR, as Beneficiary, whose address is  
4949 W. ROYAL LANE IRVING, TX 75063

Witnesseth: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale,  
 the following real property in SKAMANIA County, Washington:

A TRACT OF LAND IN SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE  
 MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 271 FEET SOUTH AND 90 FEET WEST OF THE CENTER OF THE SAID SECTION  
 36; THENCE WEST 220 FEET; THENCE NORTH TO THE SOUTH BOUNDARY OF THE COUNTY ROAD FORMERLY  
 DESIGNATED AS GROPPER ROAD; THENCE IN A SOUTHEASTERLY DIRECTION FOLLOWING THE SOUTHERLY  
 BOUNDARY OF SAID ROAD, AS LOCATED ON AUGUST 13, 1935, TO A POINT NORTH OF THE POINT OF  
 BEGINNING; THENCE SOUTH TO THE POINT OF BEGINNING.

RECORDED  
 BY First Federal Savings Bank

Nov 20 2 01 PM '89

*P. Loney*

GAR... COY

Registered  
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which real property is not used principally for agricultural or farming purposes together with all  
 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 con-  
 tained, and payment of the sum of TEEN THOUSAND EIGHT HUNDRED THIRTY FOUR Dollars (\$10834.46)  
 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:

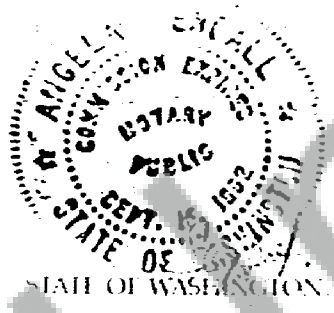
1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, struc-  
 ture or improvement being built or about to be built thereon; to restore promptly any building, structure or improve-  
 ment thereon which may be damaged or destroyed; and to comply 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  
 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 applica-  
 tion by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event  
 of disclosure, 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 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:

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 the 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 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 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 the Beneficiary, Trustee shall sell 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 and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be deposited with the clerk of the court of the county of sale.
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 facie evidence of such compliance and conclusive evidence thereof in favor of bona fide 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 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.
9. Transfer of the property: if all or any part of the property or any interest in it is sold or transferred without lender's prior written consent, lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.
10. The invalidity or unenforceability of any particular provision of this agreement shall not affect its other provisions. The agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Witness the hand(s) of the Grantor(s) on the day and year first above written.



*Arnold D. Booth*  
 ARNOLD D. BOOTH  
 ZOE BOOTH  
*Zoe Booth*

15, 1992  
 STATE OF WASHINGTON  
 COUNTY OF SKAMANIA  
 I, ARNOLD D. BOOTH & ZOE BOOTH

On this day personally appeared before me \_\_\_\_\_  
 to me known to be the individual(s) 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 15th day of October, 1992  
*Angela Kendall*  
 ANGELA KENDALL  
 Notary Public in and for the State of Washington,  
 residing at Vancouver, WA  
 MY COMMISSION EXP. 9-15-92

REQUEST FOR FULL RECONVEYANCE

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 convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Mail reconveyance to \_\_\_\_\_