

108524

BOOK 117 PAGE 322
2935871

Deed of Trust

This Deed of Trust made this 14th day of October 1989 between James R. Boyer & Donna L. Boyer, his wife herein called Trustor, whose mailing address is P.O. Box 617, Carson, Washington 98610 and Ralph Black

herein called Trustee, and Aqua International herein called Beneficiary, whose mailing address is 8704 Sandy Blvd., Portland, Oregon 97220.

WITNESSETH That Trustor conveys, transfers, and assigns to Trustee in Trust, with Power of Sale, the following described real property in Skamania County, Washington:

A Parcel of Land located in the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, Skamania county, Washington, Described as Follows:

Lot 2 of the ROSENBACH SHORT PLAT as recorded in Book 3 of Short Plats on Page 31, Skamania county Records.

FILED IN RECORD
SKAMANIA WASH
BY Union Mtg Co

JAN 8 4 21 PM '90
P. Lavery
GARRETT NELSON

Registered 0
Indexed, Dir. 0
Indirect 0
Filed 1-12-90
Filed

Amount Financed: \$9,950.00.

which property is not used principally for agricultural or farming purposes.

TOGETHER with the rents, issues, profits and income thereof (all of which are hereinafter called "Property Income"), SUBJECT HOWEVER to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such Property Income

THIS DEED OF TRUST is given for the purpose of securing: (1) Performance of each agreement of Trustor herein contained. (2) Payment of the indebtedness by contract of even date herewith. Said contract and the herein contained mortgage secure TRUSTOR's payment under a home improvement consumer credit sale agreement.

To protect the Security of this DEED OF TRUST it is agreed that

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

(2) Trustor shall keep all improvements now or hereafter erected on the said property continuously insured against loss by fire or other hazards in an amount not less than the total obligation secured hereby. 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 his interest may appear and then to the Trustor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured and in such order as the Beneficiary may determine or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder nor cause discontinuance of any action that may have been or may thereafter be taken by Beneficiary or Trustee because of such default.

(3) Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee, and shall pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum in such action or proceeding in which Beneficiary or Trustee may appear and in suit brought by Beneficiary to foreclose this DEED OF TRUST.

(4) Trustor shall pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens with interest on said property or any part thereof, which appear to be prior or superior hereto; when due, all costs, fees and expenses of this Trust, including without limiting the generality of the foregoing, the fees of Trustee for issuance of any DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE or DEED OF RELEASE and FULL RECONVEYANCE and all lawful charges, costs and expenses in the event of reinstatement of, following default in, this DEED OF TRUST or the obligations secured hereby.

(5) Should Trustor fail to make any payment or to do any act as provided in this DEED OF TRUST, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purpose, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees. Trustor shall pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the highest rate allowed by law in effect at the date hereof.

(6) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is thereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) At any time or from time to time, without liability therefor, and without notice, upon written request of Beneficiary and presentation of this DEED OF TRUST and said contract for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and upon payment of its fees, Trustee may, (a) by DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE release and reconvey, without covenant or warranty, express or implied, any portion(s) of the property then held hereunder, the recitals in such DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof, the grantee in such DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE may be described as "The Person or Persons Legally Entitled Thereto"; (b) consent to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof. Beneficiary shall execute his release upon such DEED if so requested by Trustee.

(9) Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender of this DEED OF TRUST and said contract to Trustee for cancellation and retention and upon payment of its fees, Trustee shall by DEED OF RELEASE and FULL RECONVEYANCE release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such DEED OF RELEASE and FULL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof. The grantee in such DEED OF RELEASE and FULL RECONVEYANCE may be described as "The Person or Persons Legally Entitled Thereto". Seven years after issuance of such DEED OF RELEASE and FULL RECONVEYANCE, Trustee may destroy this DEED OF TRUST said contract, all evidence of assignments hereof and all other documents relating hereto.

(10) As additional security Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of this Trust to collect the Property Income, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such Property Income as it becomes due and payable. Upon such default, Beneficiary may at any time without notice, either in person by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of the Trustor, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such Property Income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorney's fees, 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 property income 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.

(11) Upon default by Trustor in payment of any obligation secured hereby or in performance of any other agreement hereunder, and upon delivery by Beneficiary to Trustee of written declaration of such default, (a) all sums secured hereby shall become immediately due and payable on delivery to Trustee of Beneficiary's written declaration that such sums are immediately due and payable, and (b) the Trustee shall proceed to sell at public auction the property secured hereby under the Power of Sale contained herein on delivery by Beneficiary to Trustee of written notice of election to have said property sold and after giving of notice of sale in the manner provided by law. Beneficiary also shall deposit with Trustee this DEED OF TRUST, said contract and all documents evidencing expenditures secured hereby. At a sale of said property under the Power of Sale contained herein, any person, including Trustor, Trustee or Beneficiary as hereafter defined, may purchase at such sale; Trustee shall deliver to purchaser its TRUSTEE'S DEED, without covenant or warranty, express or implied, to the property so sold. After deducting costs and expenses of exercising the Power of Sale and of the sale, including but not limited to costs of evidence of title, the Trustee's fees and Trustee's attorney's fees, if any, Trustee shall apply the proceeds of the Trustee's sale in the manner provided by law.

(12) Trustee herein may resign by mailing or delivering notice thereof to Beneficiary and to Trustor. Upon such resignation the Beneficiary may appoint a successor trustee, which appointment shall constitute a substitution of trustee upon the mailing and recording of written notice hereof by the Beneficiary in the manner prescribed by law for the substitution of a trustee of a DEED OF TRUST. A successor trustee herein shall, without conveyance from the predecessor trustee, succeed to all the predecessor's title, estate, rights, powers and duties.

(13) This DEED OF TRUST applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgee, of the contract secured hereby whether or not named as Beneficiary herein. In this DEED OF TRUST whenever the contract so requires the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) Trustee accepts this trust when this DEED OF TRUST duly executed and acknowledged is made a public record as provided by law. 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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(15) Time is of the essence of this DEED OF TRUST and each and every provision hereof.
DATED this 14th day of October, 1989.

STATE OF WASHINGTON }
County of Skamania } ss.

My commission will expire 5-1-93

James R. Boyer
Donna L. Boyer
This instrument was acknowledged before me this 14th day of October, 1989 by James R. & Donna L. Boyer, his wife.
Carol A. Blas
Notary Public

TRANSFER AND ASSIGNMENT

OREGON Multnomah County

For value received the undersigned Beneficiary hereby transfers, assigns and conveys unto Union Mortgage Company, Inc. all right, title, interest, powers and options in, to and under the within Deed of Trust from James R. & Donna L. Boyer, his wife to Aqua International as well as the indebtedness secured thereby

In witness whereof the undersigned has hereunto set his hand and seal, this 13th day of November, 1989.

Signed, sealed and delivered in the presence of

Aqua International (Seal)

Witness: Kuhn
Notary: Randal J. Schwindt

By: [Signature] (Title)

Notary Public: Randal J. Schwindt, Multnomah County, Oregon

My Commission Expires: 4-21-91

NOTARY PUBLIC OREGON
MY COMMISSION EXPIRES 4-21-91

[Circular Notary Seal]