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WHEN RECORDED MAIL TO:  
SECURITY PACIFIC BANK WASHINGTON

Security Pacific Bank Wa.

73 N. E. Estes

P.O Box 67

White Salmon, Washington 98672

BOOK 117 PAGE 770

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

FEB 9 3 30 PM '90

*P. Lowry*

GARY H. OLSON

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## DEED OF TRUST

THIS DEED OF TRUST is granted this 29th day of January, 19 90,  
 by McCoy Properties, by Bob D. & Wilma L. McCoy

(“Grantor”) to RAINIER CREDIT COMPANY (“Trustee”), in trust for SECURITY PACIFIC BANK WASHINGTON, N.A., (“Beneficiary”), at its  
 White Salmon 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 0.75 acres ATHLETIC

in Skamania County, Washington and legally  
described as

Parcel 1 That portion of the following described tract lying North and East of the centerline of Wind River; 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 7½, East of the Willamette Meridian, in the County of Skamania, State of Washington.  
Parcel 2 Government Lot 1; the N. 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, EXCEPT that portion of the North 28.73 acres of Government Lot 2, lying South and West of the centerline of Wind River. 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: (tumble)

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 Eighty Two thousand one hundred fifteen and 30/100 Dollars  
 (\$ 82,115.30) with interest thereon as evidenced by a promissory note(s) dated January 29, 19 90,

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 attorney's 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;

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 applied 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.

