109320

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	THIS SPACE RESERVED FOR RECORDER'S USE:
Filed for Record at Request of	FILED FOR RECORD SKAMANIA OC. WASH
Name AG INDUSTRIAL LOAN COMPANY	BY SKAWANIA CO. TITLE
Address 8078 E MILL PLAIN BLVD	
City and State VANCOUVER, WA 98664 Was	Hay 29 1 46 Fit '90 Hington CALLY
Account No. 4698246	- GAKY
THIS DEED OF TRUST, made this 22ND day between ROCER D FINCKBONE AND CATHERINE FINCKBONE	
whose address is MP 0 99L MAREE MINE'S RD, WASHOUGAL	., WA 98671
SKAMINIA COUNTY TITLE COMPANY , a c , Washington, and AG I	orporation. Trustee, whose address is43 RUSSELL ST, STEVENSON, WA 98648
Beneficiary whose address is 8078 E MILL PLAT	N BLVD, VANCOUVER, WA 98664
SKAMANIA County, Washington:	nveys to Trustee in Trust, with power of sale, the following described real property in
THAT PORTION OF THE SOUTH HALF OF THE SOUTHEA TOWNSHIP 2 NORTH, RANGE 5 FAST OF THE WILLIAMS	

OF SKAMANIA, STATE OF WASHINGTON, LYING WEST OF SKAMANIA COUNTY ROAD NO

Registered & Indexed Line Inches Action of Contract Action Con

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 contained, and payment of the sum of OLARS AND SIXTY-SEVEN CENTS.

COLLARS AND SIXTY-SEVEN CENTS.

COLLARS AND SIXTY-SEVEN CENTS.

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COLLARS AND SIXTY-SEVEN CENTS.

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:

11130 (AKA MABEE MINE ROAD).

- To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement 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, extended coverage, vandalism, and malicious mischief 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 application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, 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.

IT IS MUTUALLY AGREED THAT:

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- 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 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 Trustees 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 Granter 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 Beneficiary, Trustee shall sell the trust property, in /ccordance 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 see. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of 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 distributed to the persons entitled thereto.
- 5. Trustee shall delive, 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 the 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 encumbrances 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 or 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 safe 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.

If not prohibited by law or regulation, this Deed of Trust and all sums hereby secured shall become due and payable at the option of mortgagee and without notice to entrustor forthwith upon the conveyance of entrustor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, entrustor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the beneficiary.

I) this Deed of Trust is subject and subordinate to another Deed of Trust, it is hereby expressly agreed that should any default be made in the payment of

any installment of principal or of interest on said prior Deed of Trust, the holder of this Deed of Trust may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this Deed of Trust and the accompanying note shall be deemed to be secured by this Deed of Trust, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior Deed of Trust then the amount secured by this Deed of Trust and the accompanying note shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this Deed of Trust.

(SEAL)

Lynuna & Decaman	(SEAL)	Keg JEmi	flore	(SEAL)
	(SEAL)	Cathen	Efuckhre.	(SEAL)
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STATE OF WASHINGTON,				
County of CLARK		W 11 '		
On this day personally appeared before meROGER_D	FINCKBONE A	ND CATHERINE FINCKBONE		
to me known to be the individual(s) described in and who executed th	e within and for	egoing instrument, and acknow	vledged thatTILEY	
	signed the name	as THEIR		1444444
free and voluntary act and deed, for the uses and purposes therein men	ntioned.		A CONTRACTOR OF THE PARTY OF TH	
GIVEN under my hand and official seal this	221	D day of	MAY • 10 317	JA 18990
		Notary Public residing as	M and for the State of Wash VANCOUVER, WA	ingron (5)

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

Dated_

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.

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Mail reconveyance to	-	*.		