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BOOK 119 PAGE 108

Filed for Record at Request of SECURITY PACIFIC BANK WASHINGTON  
9145A1

Office White Salmon

Address 73 N E Estes

City and State White Salmon, WA. 98672

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

MAY 30 3 54 PM '90

P. Lowry  
AUDITOR

GARY M. OLSON

**PERSONAL LINE OF CREDIT  
DEED OF TRUST**

Registered

Indexed, i. *P*Indirect *P*Filmed *6-4-90*

Mailed

19 *90*THIS DEED OF TRUST is made this *24th* day of *May*  
between **WILLIAM A. NIX AND LESLIE C. NIX, HUSBAND AND WIFE**  
whose address is **1207R COOK-UNDERWOOD ROAD****UNDERWOOD, WA. 98651.****RAINIER CREDIT COMPANY**whose address is **P. O. BOX C-240119 SEATTLE, WA 98124**  
and SECURITY PACIFIC BANK WASHINGTON, N.A., Beneficiary, at its above named address

WHEREAS Grantor has entered into an agreement with Beneficiary under which Beneficiary agrees to lend to the Grantor from time to time, subject to repayment and reborrowing, up to a total amount outstanding at any point in time of

**TEN THOUSAND AND 0/100**is **10,000.00**dated *5/24/90* Dollars which indebtedness is evidenced by Grantor's Personal Line of Credit Customer Agreement  
19 (herein "Agreement"). The Agreement is incorporated herein by reference as though fully set forth.TO SECURE to Beneficiary (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of other sums, with interest thereon, advanced to protect the security of this Deed of Trust, and the performance of the covenants and agreements of Grantor herein contained, and (b) the repayment of such further sums as may be loaned or advanced by Beneficiary to Grantor, together with interest thereon at such rate as may be agreed upon, Grantor does hereby irrevocably grant, bargain, sell and convey to the Trustee in Trust, with power of sale, the following described property in **SKAMANIA** County, State of Washington.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Lot 3 of **PETE AND AVA GROVE SHORT PLAT**, of the South Half of the Northeast Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, recorded January 19, 1978, under Auditor's File No. 85631, Records of Skamania County, Washington, in Book 2 of Short Plats, Page 30.

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, it being the express intent of Grantor and Beneficiary that this Deed of Trust and the estate held by Trustee hereunder shall continue in effect notwithstanding that from time-to-time no indebtedness of Grantor to Beneficiary under the Agreement may exist, and shall survive as security for all new or additional indebtedness of Grantor to Beneficiary under the Agreement from time-to-time arising.

VARIABLE INTEREST RATE The interest rate on Grantor's indebtedness under the Agreement may vary from time-to-time in accordance with changes in the Treasury Bill Rate, or the Prime Rate, as the case may be, as described in the Agreement.

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, 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, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have loss payable 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.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary's attorney's fees actually incurred.
6. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or liens, voluntary or involuntary, against the property.
7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under any existing mortgage or deed of trust or real estate contract on the property, and to save Beneficiary harmless from the consequences of any failure to do so.
8. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the highest rate then applicable to Grantor's indebtedness under the Agreement or other loan document from the date of such payment, and all such payments, with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

**SECURITY PACIFIC  
BANK WASHINGTON**

FORM NO. 0130-R-89

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 obligations secured hereby, shall be paid to Beneficiary to be applied to said obligations.
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 obligations 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 the Agreement or other loan document or 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 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 the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligations secured by this Deed of Trust; (3) the surplus, if any, less the clerk's filing fee, shall be deposited together with a copy of the recorded notice of sale with the clerk of the Superior Court of the county in which the sale took place.
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 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 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. If the Grantors, or any of them, transfer the property covered by this Deed of Trust, or any part thereof, or any interest therein, or shall be divested of their title to the property, or any interest therein, in any manner or way, whether voluntary or involuntary, all indebtedness secured by this Deed of Trust shall immediately become due and payable at the option of the holder and without demand or notice.
9. 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 Agreement or other evidence of indebtedness secured hereby, whether or not named as Beneficiary herein.

*William A. Nix*  
WILLIAM A. NIX

*Leslie C. Nix*  
LESLIE C. NIX

STATE OF WASHINGTON

COUNTY OF *Klickitat*

On this date personally appeared before me:

*William A. Nix*  
*Leslie C. Nix*

to me known to be the individual(s) described in and who executed the within foregoing instrument, and acknowledged that *they* signed the same as *free* free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this *24<sup>th</sup>* day of *May* 19 *90*



*Nadine Yarnall*  
Notary Public in and for the State of Washington, residing at *Salmon*  
*3/25/92*

Registered *p*  
Indexed *h*  
Indirect  
Filed  
Rec'd

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when indebtedness has been paid and Agreement terminated

TO TRUSTEE

The undersigned is the legal owner and holder of the Agreement and all other indebtedness secured by the within Deed of Trust. Said Agreement 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 Agreement 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 \_\_\_\_\_

19 \_\_\_\_\_

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