

110686

## Transamerica Title Insurance Co

A Service of  
Transamerica Corporation

Filed for Record at Request of

BOOK 121 PAGE 941

FILED FOR RECORD  
THIS SPACE PROVIDED FOR RECORDER'S USE.  
BY SKAMANIA CO. TITLE

JAN 11 11 51 AM '91

GARY M. OLSON

Name..... SKAMANIA COUNTY TITLE

Address..... 43 RUSSELL STREET

City and State..... STEVENSON, WA. 98648

(8915262)

SCTC # 15960

## Partial Reconveyance

The undersigned trustee under that certain Deed of Trust, dated 5/22, 1989, in which CLAY G. BEAL AND GERALDINE K. BEAL, HUSBAND AND WIFE is grantor and RIVERVIEW SAVINGS BANK is beneficiary, recorded on 5/23, 1989, as Auditor's File No. 107071 in Volume 114 of Mortgages, at page 175, records of SKAMANIA County, Washington, having received under said Deed of Trust a written request to reconvey a portion of the real property described in said deed, which request was approved by said grantor, does hereby reconvey, without warranty, to the person(s) entitled thereto the right, title and interest now held by said trustee in and to that portion of the real property described in said Deed of Trust, situated in SKAMANIA County, Washington, as follows:

Beginning at the Southeast corner of the East 1.685 feet of the Southeast quarter of the Southeast quarter of Section 26, Township 4 North, Range 8 East of the Willamette Meridian; thence North along the West line of said East 1.685 feet, to the Southwest corner of said tract conveyed to Henry M. Beroy, Jr., et al., by deed dated August 27, 1975 in Book 69, page 454, Auditor's File No. 107071, Skamania County Deed Records; thence North 72°47' East 100 feet to the East Easterly corner of said tract; thence North 72°47' East in a straight line to the Northwest corner of the Southeast quarter of the Southeast quarter of said Section 26; thence South along the West line thereof, to the Southwest corner thereof; thence West along the South line of the Northeast quarter of said Southeast quarter, to the point of beginning.

Dated JANUARY 9th, 1991

 Registered: ☒  
 Indexed: ☒  
 Indexed: ☒  
 Filed 1/13/91  
 Mailed
TRANSAMERICA TITLE INSURANCE CO.  
(Trustee)

By J. DOUGLAS GAMLEN

By *J. Douglas Gamlen*STATE OF WASHINGTON  
COUNTY OF } ss.

On this day personally appeared before me,

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

GIVEN under my hand and official seal this day of, 19.

Notary Public in and for the State of Washington, residing at

STATE OF WASHINGTON  
COUNTY OF CLARK } ss.

On this 9th day of JANUARY, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J. DOUGLAS GAMLEN

 and  
 to me known to be the President and ASSISTANT Secretary, respectively, of TRANSAMERICA TITLE INSURANCE CO., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and stated that HE IS authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

*Nellie K. K...*  
 Notary Public in and for the State of Washington,  
 residing at VANCOUVER

 RECORDER'S NOTE: PORTIONS OF  
 THIS DOCUMENT POOR QUALITY  
 FOR FILING



4. If the total of the payments (herein called reserves) made under paragraph 2 hereof relating to reserves for ground rents, taxes, special assessments, and premiums on insurance policies, shall exceed the amount of payments actually made by Beneficiary as set forth in paragraph 2, such excess may be credited by Beneficiary on subsequent payments to be made by Grantor or, at the option of the Beneficiary, refunded to the Grantor or his successor in interest as may appear upon the records of the Beneficiary. If, however, the monthly payments accumulating such reserves shall not be sufficient to pay the sums required when the same shall become due and payable, the Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within thirty (30) days after written notice to Grantor stating the amount of the deficiency. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amounts secured hereby.

5. To keep all of the property described herein in good repair and condition and not to commit or permit any waste thereof. Grantor shall permit Beneficiary or its agents the opportunity to inspect the property, including the interior of any structures, at reasonable times and after reasonable notice.

6. Grantor represents and warrants to Beneficiary that to the best of Grantor's knowledge after due and diligent inquiry, no hazardous or toxic waste substances are being stored or used on the Property or any adjacent property, nor have any such substances been stored or used on the Property or any adjacent property prior to Grantor's ownership, possession or control of the Property. Grantor agrees to provide written notice to Beneficiary immediately upon Grantor becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Grantor will not cause nor permit any activities on the Property which directly or indirectly could result in the Property or any other property being contaminated with hazardous or toxic waste or substances. For purposes of this Deed of Trust, the term "hazardous or toxic waste or substance" means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

Grantor shall promptly comply with all reasonable requests of Beneficiary, and all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction relating to the inspection for and the use, collection, storage, treatment, control, removal or cleanup of hazardous or toxic waste or substances in, on, or under the Property or in, on, or under any adjacent property that becomes contaminated with hazardous or toxic waste or substances as a result of construction, operations or other activities on, or the contamination of, the Property, or incorporated in any improvements thereon, at Grantor's expense. Beneficiary may, but is not obligated to, enter upon the Property and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest as Beneficiary; and whether or not Grantor has actual knowledge of the existence of hazardous or toxic waste or substances, in, on, or under the Property or any adjacent property as of the date hereof, Grantor shall reimburse Beneficiary on demand for the full amount of all costs and expenses incurred by Beneficiary prior to Beneficiary acquiring title to the Property through foreclosure or deed in lieu of foreclosure, in connection with such compliance activities.

7. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and Grantor further agrees:

(a) To commence construction promptly and in any event within thirty (30) days from the date of this instrument, and complete the same in accordance with any agreements relating to construction and plans and specifications satisfactory to Beneficiary;

(b) To allow Beneficiary to inspect said property at all times during construction;

(c) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice to the Grantor of such fact;

(d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

8. Not to remove or demolish any of the property conveyed hereby.

9. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, and pay all fees or charges of any kind in connection therewith.

10. To provide to the Beneficiary, at least thirty (30) days prior to expiration of existing insurance, and maintain unceasingly, insurance, with premiums prepaid, on all of the property that is the subject of this Deed of Trust, or hereafter becoming part of said property, against loss by fire and other hazards, casualties and contingencies, as may be required from time to time by the Beneficiary in such amounts and for such periods of time, with loss payable clauses (without contribution) in favor of and in form satisfactory to the Beneficiary and to deliver all policies to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums. All insurance shall be carried in companies approved by Beneficiary. Beneficiary may at its option require Grantor to maintain said required policies in Grantor's possession in lieu of delivering said policies to Beneficiary, in which event said policies shall be kept available by Grantor at all times for return to the Beneficiary or for inspection by Beneficiary, its agents or insurers, and said requirement may be withdrawn by Beneficiary at any time. In event of foreclosure of this Deed of Trust or other transfer of title to the subject property in extinguishment of some or all of the indebtedness secured hereby, all interest of the Grantor in any insurance policies in force shall pass to the purchaser or Grantee. To pay to Beneficiary as Beneficiary may require a reasonable fee to cover costs of substituting policies in the event the Grantor replaces any policy prior to its expiration.

11. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights and powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding, be made a party to such by reason of this Deed of Trust, or elect to prosecute such action as appears necessary to preserve said value, the Grantor will, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable on demand. To pay costs of suit, cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.

12. To pay in full at least thirty (30) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes imposed upon, reasonable costs, fees and expenses of this Deed of Trust. On default under this paragraph Beneficiary may, at its option, pay, or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

13. To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure and the repayment thereof shall be secured hereby. Unless Grantor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the promissory note secured by this Deed of Trust unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 13 shall require Beneficiary to incur any expense or take any action hereunder. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder, or, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.



14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor 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 the property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrances, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such power, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel, and pay counsel's reasonable fees.

15. Should the property or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake or other casualty, or in any other manner, Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such taking or damage, and obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting the property, are hereby assigned to Beneficiary, which may, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same on any indebtedness secured hereby or apply the same to the repair or restoration of the property, as it may elect. Grantor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds, as Beneficiary or Trustee may require.

16. Time is of the essence hereof in connection with all obligations of the Grantor herein or in said note. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

17. At any time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Grantor agrees to pay a reasonable Trustee's fee for full or partial reconveyance, together with a recording fee if Trustee, at its option, elects to record said reconveyance.

18. The collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. The loan secured by this Deed of Trust is personal to the Grantor. If title to or any interest in the property described herein shall pass from Grantor by Deed or otherwise or, if said property shall be sold on contract or, if the property shall be vacated by the Grantor, Beneficiary may, at its option and in accordance with the laws of the State of Washington, declare the entire unpaid balance immediately due and payable or, at Beneficiary's sole option, Beneficiary may consent to said change in title, interest, or occupancy and the interest rate of the sums secured by this Deed of Trust shall be increased to such rate as the Beneficiary shall request. Such increase in the interest rate shall entitle the Beneficiary to increase the monthly payments on the loan so as to retire the obligation in the remaining term of the original note and Deed of Trust.

As a condition of the Beneficiary giving its consent to a change in title to or transfer of interest in the property, Beneficiary may require such personal information concerning the purchaser as it would ordinarily require of a new loan applicant and shall be paid all of Beneficiary's costs incurred in determining the purchaser's creditworthiness regardless of the outcome of that determination. The charge may, at the option of the Beneficiary, be added to the principal balance of the indebtedness secured by this Deed of Trust. If Beneficiary has waived the option to accelerate provided above and if Grantor's successor in interest has executed a written assumption agreement accepted in writing by the Beneficiary, Beneficiary may release Grantor from all obligations under this Deed of Trust and the note.

If Beneficiary exercises such option to accelerate, Beneficiary shall mail Grantor notice of acceleration in accordance with paragraph 23 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Grantor may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Beneficiary may without further notice or demand on Grantor, invoke any remedies permitted by paragraph 20 hereof.

20. 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. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder. In event of such default 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, (RCW Chapter 61.24 as existing now, or hereafter amended), 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 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. 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. The power of sale conferred by the Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. 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.

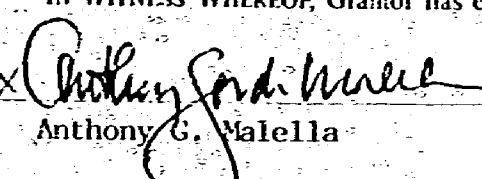
21. The property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

22. In the event of the passage after the date of this Deed of Trust of any Federal, State, or local law deducting from the value of real property for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for Federal, State, or local purposes, or the manner of the collection of any such taxes so as to affect the interest of Beneficiary, then and in such event, Grantor shall bear and pay the full amount of such taxes, provided that if for any reason payment by Grantor of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the Note, or the within Deed of Trust, or otherwise, Beneficiary may, at its option, without demand or notice, declare the whole sum secured by this Deed of Trust with interest thereon to be immediately due and payable, or Beneficiary may, at its option, pay that amount or portion of such taxes as renders the loan or indebtedness secured hereby unlawful or usurious, in which event Grantor shall concurrently therewith pay the remaining lawful and non-usurious portion or balance of said taxes.

23. 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. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the holder and owner, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. Without affecting the liability of any other person for the payment of any obligation herein mentioned (including Grantor should he convey said real property) and without affecting the lien hereof upon any property not released, Beneficiary may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all or any part of the realty described herein, take or release any other security or make compositions or other arrangements with debtors. Beneficiary may also accept additional security, either concurrently herewith or thereafter, and sell same or otherwise realize thereon, either before, concurrently with, or after sale hereunder. This Deed of Trust shall be so construed that wherever applicable, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of any gender shall be applicable to all genders and shall likewise be so construed as applicable to and including a corporation. The word "note" shall include all notes evidencing the indebtedness secured hereby. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the above described address of the Grantor, or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

24. This Deed of Trust is subject to the Rider attached hereto and recorded herewith.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust.

  
Anthony G. Malella

— Grantor

— Grantor

— Grantor

— Grantor

STATE OF WASHINGTON

County of Clark

ss.

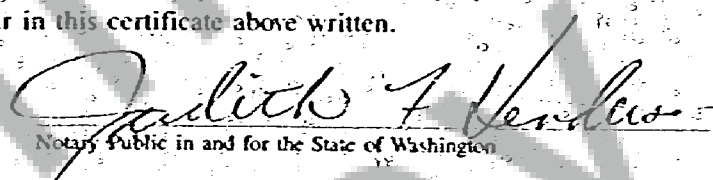
On this 4th day of January, 1991, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Anthony G. Malella

in and who executed the foregoing instrument, and acknowledged to me that he to me known to be the individual(s) described signed and sealed the said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in this certificate above written.



  
Notary Public in and for the State of Washington

residing at Vancouver

#### REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated \_\_\_\_\_, 19\_\_\_\_

FIRST INDEPENDENT BANK

By: \_\_\_\_\_

Title \_\_\_\_\_

(Space Below This Line Reserved For Lender and Recorder)

RE 276A 493

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RIDER TO DEED OF TRUST

BOOK 121 PAGE 977

This Rider to Deed of Trust ("Rider") is attached to and made a part of that certain deed of trust ("Deed of Trust") dated as of this 4th day of January, 1991, by and between Anthony G. Malella ("Grantor"), First Independent Investment Group, Inc. ("Trustee"), and First Independent Bank ("Beneficiary").

1. In addition to the other obligations secured by the Deed of Trust, the Deed of Trust secures the obligations of Grantor under that certain Independent Line Agreement and Disclosure ("Credit Agreement") dated January 4, 1991 by and between Grantor and Beneficiary.

2. The Credit Agreement is a revolving line of credit. Funds may be advanced by Beneficiary, repaid by Grantor and subsequently readvanced by Beneficiary. Notwithstanding the amount outstanding at any particular time, the Deed of Trust secures the Total amount of indebtedness under the Credit Agreement of \$ 60,000.00. Absent a default by Grantor under the terms of the Credit Agreement all advances thereunder by Beneficiary are obligatory and are secured by the Deed of Trust. All such obligatory advances will have the same priority as the funds initially advanced under the Credit Agreement. The unpaid balance of the revolving line of credit under the Credit Agreement may at certain times be zero. A zero balance does not affect the Beneficiary's obligation to advance to the Grantor and thus, the interest of the Beneficiary herein will remain in full force and effect notwithstanding a zero balance in the Credit Agreement.

3. The Credit Agreement, as well as the existing obligations which the Deed of Trust secures, provide for a variable rate of interest. The changes in the rate of interest are based on changes in the rate of interest established by the laws of the State of Washington as the highest permissible rate of interest for consumer purpose loans which may be charged by lenders under Title 19.52 of the Revised Code of Washington.

This Rider to Deed of Trust is duly executed as of the day and year first written above.

Anthony G. Malella  
Grantor Anthony G. Malella

Grantor

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