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SKAMANIA CO WASH
BY Knapp, O'Dell &
Lewis

FEB 28 9 35 AM '91

P. Lowry
GARY M. OLSON

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SKAMANIA

RIVERVIEW SAVINGS BANK, a
savings and loan association,

Plaintiff,

vs.

DENNIS J. PHILLIPS and LINDA
L. PHILLIPS, husband and wife,
AETNA BUSINESS CREDIT, INC.,
a corporation, and PIONEER
NATIONAL TITLE INSURANCE
COMPANY, a corporation,

Defendants.

No. 91-2-00025-7

NOTICE OF LIS PENDENS

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NOTICE IS HEREBY GIVEN that an action has been instituted
and is now pending in the Superior Court of the State of Washington
for Skamania County upon the Complaint of Riverview Savings
Bank, plaintiff, against the above-named defendants, Dennis
J. Phillips and Linda L. Phillips, husband and wife, Aetna Business
Credit, Inc., a corporation, and Pioneer National Title Insurance
Company, a corporation. The object of said action is to foreclose
a Mortgage recorded in the Office of the Auditor of Skamania
County, Washington, on July 19, 1977 in Book 54, Page 410, Auditor's
File No. 84451. The action affects title to the following described
real estate situate in Skamania County, Washington, to-wit:

A tract of land located in the Northeast quarter of the
Northeast quarter of Section 19, Township 1 North, Range
5 E.W.M., described as follows:

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SAUNDRA WILLING
TREASURER OF SKAMANIA COUNTY

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& HAGENSEN
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1-5-19-200

1 Beginning at the Northeast corner of said Section 19, (also
2 the Northeast corner of the one acre cemetery tract mentioned
3 in the Lizzie Mintener Deed, Volume P, page 270, of Skamania
4 County Records) thence West along the North boundary of
5 said Section 19, 208.7 feet to the true point of beginning
6 of the following described tract; thence South along the
7 West boundary of said cemetery tract 208.7 feet to the
8 North boundary of a tract of land described in Volume X,
9 page 498; thence West 417.4 feet to the corner of the tract
10 in said Volume X; thence North 208.7 feet to the Northwest
11 corner of tract in said Volume X; thence North 208.7 feet
12 to the Northwest corner of tract in said Volume X, being
13 also the North boundary of said Section 19; thence East
14 417.4 feet to the point of beginning.

15 SUBJECT TO easements and restrictions of record.

16 — All persons in any manner dealing with the above-described
17 real estate subsequent to the filing hereof shall take subject
18 to the rights of plaintiff, Riverview Savings Bank, as established
19 in that action.

20 DATED this 28 day of February, 1991.

21 
22 Roger D. Knapp, WSB #6851, of
23 Knapp, O'Dell, Lewis & Hagensen,
24 Attorneys for Plaintiff.
25
26

trust, 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.