FILED FOR RECORD AT REQUEST OF

Transamerica

BOOK /23 PAGE 89

Title Insurance Company

THIS SPACE PROVIDED FOR RECORDER'S USE

FILES FOR RECORD SKAHAR S.CO. WASH OY Dan Pure P.C.

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WHEN RECORDED RETURN TO

Dan Parr CPA

3107 NE 65th

Vancouver WA 98665 City, State, Zip.

**Deed of Trust** 

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this....... day of between Paul Stevens, Kathleen Stevens, husband and wife; Michael G. Langsdorf Carole Langsdorf, husband and wife, dba S&L Properties TRANSAMERICA TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 1200 Sixth Avenue, Seattle, Washington, and Michael G. Langsdorf Pension and Profit Sharing Plan (7,5,) , BENEFICIARY, whose address is C/O Dan Parr, CPA, 3107 NE 65th, Vancouver WA 98665 WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania..... .... County, Washington:

Lots 3 and 4 of Block 6, RIVERVIEW ADDITION TO THE TOWN OF STEVENSON, according to the plat on file and of record at Page 21, of Book "A", of Plats, records of Skamania County, Washington

> Registered Indexed, ...i Indirect Filmed 5 Mailed

which real property is not used principally for agricultural or farming purposes, together with all the 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 Twelve Thousand and 00/100 Dollars (\$12,000.00...) \* with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also be advanced or loaned by Beneficiary ruch lurther sams to Granter, or assigns, together with interest thereon at such rate as shall be agreed upon. \*Also Promissory Note dated December 27, 1988

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 or other hazards 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:

- 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 as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said
- 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 Granton 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 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. 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 Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the 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 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 famous of home fide numbers and encumbers are to a value. thereof in favor of bona fide purchaser and encumbrancers 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. ` **\$**5
- 7. In the event of the death, incapacity, 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. This Deed of Trust applies to, inures to the benefit of, an

residing at
Notary Public in and for the State of Washington,
Witness my hand and official seal hereto affixed the day and year first above written.
started is the corporate seal of said corporation,
the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal
the corporation that executed the foregoing instrument, and admoulated
to me known to be the
and
ington, duly commissioned and sworn, personally appeared
better me, the undersigned, a Notary Public in and for the State of Wash
On this day of
COUNTY OF
STATE OF WASHINGTON
Jackley Stewars
PAUL ( STEVENS
CAROTA LANGSTORES
Carout many
Michael & Janoful

## MEQUEST FOR FULL RECONVEYANCE Do not record. To be used only when note has been paid

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he all other indebtedness secured by said Deed of Trust, has been fully raid and satisfied; and you are hereby retail, an payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above of said secured by said Deed of Trust above of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said a secured, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now

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## PROMISSORY NOTE

\$12,000

Date: December 27, 1988

received PAUL STEVENS, KATHLEEN STEVENS, husband and wife; CAROLE LANGSDORF, MICHAZL G. LANGSDORF husband and wife, d/b/a S & L PROPERTIES promises to pay to MICHAEL G. LANGSDORF P.S. BENSION AND PROFIT SHARING -PLAN or order, at 3107 NE 65th, Vancouver VA 98665 the sum of TWELVE THOUSAND AND OO/100 (\$12,000.00) DOLLARS with interest from December 27, 1988 on unpaid principal at the rate of 10 percent per-annum; interest payments only payable in installments of ONE HUNDRED AND 00/100 (\$100.00) DOLLARS or more on the 27th day of January, 1989, and continuing until the 27th day of December, 1993, on which day the unpaid balance of principal with unpaid interest due thereon shall be due and payable.

Each payment shall be credited on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Such default made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a Deed of Trust of

Carole Springeros Salking O Sienen