

112552

BOOK 126 PAGE 427

Account No. 1 - 40117
 Title Order No.
 Escrow No.
 Loan No. 501122

Washington
 CLARM

WHEN RECORDED MAIL TO:
 United Air Lines Employees' Credit Union
 United Airlines Main Terminal
 Room M1 6602 M
 Seattle-Tacoma International Airport
 Seattle, Washington 98158



Filed 12/13/91
 Mailed

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

NOTICE: THIS DEED OF TRUST CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A HOME EQUITY SECURED OPEN-END VARIABLE RATE NOTE AND TRUTH IN LENDING DISCLOSURE STATEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND A VARIABLE RATE OF INTEREST. THIS DEED OF TRUST MAY SECURE BORROWING MADE BY AN OWNER OF THE PROPERTY EVEN AFTER SUCH OWNER SELLS THE PROPERTY. ADVANCES ARE OBLIGATORY.

This DEED OF TRUST, made November 18, 1991, between ROBERT H. HANSEN AND B. KATHLEEN HANSEN, HUSBAND AND WIFE herein called GRANTOR, whose address is 5005 S W MURRAY #608, BEAVERTON, OR 97005-0000 and Lawyers Title Company of Washington, Inc., herein called TRUSTEE, whose address is 1230 South 336th St. Federal Way, Washington 98003, and UNITED AIR LINES EMPLOYEES' CREDIT UNION, herein called BENEFICIARY whose address is P.O. Box 66100, Chicago, IL 60666.

WITNESSETH: That Grantor grants to Trustee in Trust, with Power of Sale, that property in the City of WASHOUGAL, County of SKAMANIA, State of Washington, described as:

SEE ATTACHED

Commonly known as MP 3.28 R BELLE CENTER ROAD, WASHOUGAL, WA 98671-0000, 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 anywise appertaining together with the rents, issues and profits thereof, subject however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

THIS DEED OF TRUST IS MADE TO SECURE TO THE LENDER AND BENEFICIARY:

- (1) Performance of each Agreement of Trust incorporated by reference or contained herein, and
- (2) Payment of the indebtedness due and to become due under, and performance of the terms and conditions under the United Air Lines Employees' Credit Union Home Equity Secured Open-End Variable Rate Note and Truth-In-Lending Disclosure Statement (herein "the Note") dated the same date as this Deed of Trust, and all modifications, extensions and renewals thereof, executed by the Grantor in favor of Beneficiary, or order. The Note contemplates a series of advances, of a revolving nature, to be made, repaid, and remade, from time to time, under the terms of the Note with all such advances to be secured by this Deed of Trust. The total outstanding principal and balance owing at any time under the Note shall not exceed \$ 70,650.00 which sum is referred to in the Note as the "Initial Credit Limit". The outstanding principal balance does not include the finance charges, or other costs which may accrue under the Note. The entire indebtedness under the Note, if not paid sooner, is due and payable on November 1, 2021.

DUE ON SALE

Grantor agrees that in the event of sale, transfer, conveyance, or alienation of the property described herein or any part thereof or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right, at its option, to declare all sums immediately due and payable under the Note. No waiver of this right shall be effective unless in writing. Consent by the Beneficiary to one such transaction shall not be a waiver of the right to require such consent to later transactions. Grantor agrees to notify Beneficiary immediately if Grantor enters into an agreement to sell or transfer all or part of the property described herein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR COVENANTS AND AGREES:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of the law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance with extended coverage (and if the property is located in a flood hazard area qualifying for and having available flood insurance under the National Flood Insurance Act of 1968, then flood insurance) in an amount not less than the Initial Credit Limit, satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security thereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Grantor may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- (4) To pay, at least 15 days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Deed of Trust and under the Note.

Should Grantor fail to make any payment or to do any act as herein provided, the 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 said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee (including a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorney's fees.

- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the Annual Percentage Rate in effect under the Note from time to time and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) 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.

(8) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) According to the terms of the Note the unpaid balance thereunder may at certain times be zero. Notwithstanding this fact, the Beneficiary may make additional advances under the terms of the Note to the Grantor up to the Continuing Credit Limit shown in the Note. Therefore, the interest of the Beneficiary herein will remain in full force and effect notwithstanding a zero balance under the Note.

(10) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed of Trust (unless directed in such request to retain them).

(11) As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part hereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(12) If (1) Grantor fails to make payments as provided in the Note, (2) Beneficiary discovers that Grantor has committed fraud or made a material misrepresentation with respect to the obligations secured by this Deed of Trust or (3) Grantor takes any action or fails to take any action that adversely affects Beneficiary's security for the Note or any right Beneficiary has in the Property, 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 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 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.

(13) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Grantor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

(14) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(15) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. 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, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Grantor requests a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth

Signature of Grantor

Robert H. Hansen 12/2/91
Robert H. Hansen

Kathleen B. Hansen 12/2/91
Kathleen B. Hansen

STATE OF WASHINGTON

COUNTY OF CLARK

) SS.

On this day personally appeared before me ROBERT H. HANSEN and KATHLEEN B. HANSEN to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of December, 1991.

[SEAL]

Notary Public in and for the State of Washington

residing at Vancouver,

My appointment expires 6-1-91

Title Order No. 47627

Escrow No. 47627-BAS

Loan No. 501122

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

Agreement Dated _____

TO _____ Trustee.

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have 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 all evidences of indebtedness secured by said Deed of Trust, delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO

(By) _____
(By) _____

Do not lose or destroy this Deed of Trust or the Note which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Unofficial Copy

EXHIBIT "A"

A tract of land in the West Half of the Southwest Quarter of Section 6, Township 1 North, Range 5 East of the Willamette meridian, in the County of Skamania, State of Washington described as follows:

Beginning at a point North 01°06'18" East, 1,033.44 feet and South 88°53'42" East 611.08 feet from the Southwest corner of said Section 6, as measured along the West line of the Southwest Quarter of said Section 6; thence South 89°12'05" East 341.68 feet to the West line of the tract of land conveyed to Joseph E. Miller et. ux. by instrument recorded July 13, 1977 in Book 73, Page 7, Skamania County Deed Records; thence South 20°48'17" West along the West line of the Miller Tract 110.62 feet; thence South 01°04'18" West along said West line 267.02 feet to the centerline of Bell Center Road; thence South 89°02'08" West 314.22 feet; thence North 02°31'51" East, 380.81 feet to the point of beginning. EXCEPT that portion lying within Bell Center Road. ALSO EXCEPT that portion conveyed to Skamania County by instrument, Recorded April 12, 1974 in Book 66, Page 537, Skamania County Deed Records.