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CLARK COUNTY TITLE
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Filed for Record at Request of

Name Security Pacific Industrial Loan Company

Address 16400 Southcenter Parkway Suite 100

City and State Tukwila, Wa 98188

**DEED OF TRUST WITH POWER OF SALE** C91116276

THIS DEED OF TRUST, Made this 9th day of December 1991, BETWEEN See * Below as Grantor, whose address is MR 2.84 Skye Rd-Washougal, WA 98671 and Clark County Title Company, a Washington Corporation, as TRUSTEE, and Security Pacific Industrial Loan Company as Beneficiary, whose address is 16400 Southcenter Parkway Suite 100-Tukwila, Wa 98188

WITNESSETH: That Grantor hereby bargains, sells and conveys TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Clark County, State of Washington:

*RAYMOND A. BREITENHAUCH AND ROXANA BREITENBAUCH, husband and wife

Lot 2 of Luther and Jacqueline Anderson Short Plat of the West half of the Southwest quarter of the Southeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, recorded July 5, 1977, in Book 2 of Short Plats, page 5-A, records of Skamania County, Washington.

Also known as: MR 2.84 Skye Rd
Washougal, WA 98671

**which property is not used primarily for agricultural or farming purposes** together with all building and improvements now or hereafter erected thereon, and heating, lighting, plumbing, gas, electric, ventilating, refrigeration and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Trust Deed, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises."

TO HAVE AND TO HOLD said land and premises, with all the rights, priviledges and appurtenances thereto belonging, to trustee and his heirs, executors, administrators, successors and assigns, upon the trusts and for the uses and purposes following, and none other.

Grantor also assigns to Beneficiary all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

FOR THE PURPOSE OF SECURING: Repayment of the indebtedness evidenced by Grantor NA Revolving Loan Agreement of even date herewith, which Revolving Loan Agreement obligates Beneficiary, subject to the conditions stated therein, to advance to Grantor up to a Credit Limit of $ NA plus finance and other charges. X Note of even date herewith in the principal sum of $ 22501.43 payable in monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 12-13-06 and any extensions, renewals, modifications, or refinancings thereof; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust, and the performance of the covenants and agreements herein contained.

51170 1089 WA

ORIGINAL

**TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES:** (1) To keep said premises insured against fire up to the full value of all improvements for the protection of Beneficiary, and that loss proceeds (less expenses of collection) shall, at Beneficiary's option, be applied on said indebtedness as due, or to the restoration of said improvements. In the event of foreclosure all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale. In the event of loss Grantor(s) will give immediate notice to the Beneficiary, who may make proof of loss if not made promptly by Grantor(s), and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of Grantor(s). (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises or any part thereof. (3) In the event of default by Grantor(s) under Paragraphs 1 or 2 above, Beneficiary at its option may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor, (b) pay all said taxes and assessments without determining the validity thereof, and (c) such disbursements shall be deemed to be a part of the indebtedness secured by this Deed of Trust and shall be immediately due and payable by Grantor(s) to Beneficiary. (4) To keep the buildings and other improvements now existing or hereafter in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, to permit Beneficiary to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to complete or restore promptly and in good and 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. (5) That he will pay promptly the indebtedness secured hereby in full compliance with the terms of said Note or Revolving Loan Agreement and this Deed Of Trust and that the time of payment of the indebtedness hereby secured or of any portion thereof may be extended or renewed and any portion of the premises herein described may, without notice, be released from the lien hereof without releasing or affecting the personal liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created. (6) That he is seized of the premises in fee simple and has good and lawful right to convey the same, and that he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

**IT IS MUTUALLY AGREED THAT:** (1) If the said Grantor(s) shall fail or neglect to pay installments on said Note or Revolving Loan Agreement as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Grantor(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Grantor(s) to the Beneficiary under this Deed Of Trust or under the Note or Revolving Loan Agreement secured hereby, less unearned charges if required by law or if so provided in the Note or Revolving Loan Agreement, shall immediately become due and payable at the option of the Beneficiary on the application 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 (as 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: (a) to the expense of the sale including a reasonable Trustee's fee and Attorney's fee, unless prohibited by law; (b) to the obligation secured by this Deed Of Trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which the sale takes place. 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.

(2) Whenever all or a portion of any obligation secured by a trust deed has become due by reason of a default of any part of that obligation, including taxes, assessments, premiums for insurance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or his successors in interest in the trust property, or any part of it, any Beneficiary under a subordinate Trust Deed or any person having a subordinate lien or encumbrance of record on the property, at any time prior to the time and date set by the Trustee for the Trustee's sale if the power of sale therein is to be exercised, may pay to the Beneficiary or his successor in interest, respectively, the entire amount then due under the terms of the Trust Deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligations and Trustee's and Attorney's fees actually incurred not exceeding the highest amount allowed by law) other than such portion of the principal and/or interest as would not then be due had no default occurred, and thereby cure the default. After payment of this amount all proceedings had or instituted to foreclose the Trust Deed shall be dismissed or discontinued and the obligations and Trust Deed shall be reinstated and shall remain in force the same as if no acceleration had occurred.

(3) Grantor(s) agrees to surrender possession of the hereinabove described Trust premises to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Grantor(s).

(4) Beneficiary may appoint a successor trustee at any time by filing for record in the mortgage records of each county in which said Deed Of Trust is recorded, a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any Successors Trustee.

(5) Upon payment in full by said Grantor(s) of his indebtedness hereunder, Trustee shall reconvey to said Grantor(s) the above-described premises according to law.

(6) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor to be applied on said indebtedness whether paid for or not.

(7) Notwithstanding anything in this Deed Of Trust or the Note or Revolving Loan Agreement secured hereby to the contrary, neither this Deed Of Trust nor said Note or Revolving Loan Agreement shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect.

(8) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed Of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed Of Trust of the singular shall be construed as plural when appropriate.

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**IN WITNESS WHEREOF** the said Grantor(s) has to these presents set hand and seal this date 12-9-91

*Signed, Sealed and Delivered in the presence of*

Gwen Lawrence — Witness | Raymond A. Breitenbauch (SEAL) — Grantor - Borrower

Gwen Lawrence — Witness | Roxana M. Breitenbauch (SEAL) — Grantor - Borrower

STATE OF WASHINGTON, COUNTY OF CLARK ss.

On this day personally appeared before me RAYMOND A. BREITENBAUCH and ROXANA M. BREITENBAUCH to me known to be the individual(s) 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 9th day of December, 1991

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

My Commission Expires 9-7-95

Gwen Lawrence
Notary Public

GWEN LAWRENCE
COMMISSION EXPIRES
NOTARY PUBLIC
SEPT. 7, 1995
STATE OF WASHINGTON

## REQUEST FOR FULL RECONVEYANCE

**TO TRUSTEE:**

Dated ____________

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, 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 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 must be delivered to the Trustee for cancellation before reconveyance can be made.