BOOK 127 PAGE 951 113197 Fired for Record at Request of SECURITY PACIFIC BANK WASHINGTON This space previded to Perpeder's use: SKAHARIA DO, WASH BY SKAMANIA CO. TITLE Security Pacific Bank Wa Office APR 2-10 21 AH '92 Address 73 No Estes P O Box 67 City and State WHITE SALMON WA 98672 Regist GARY H. OLSON Induction PERSONAL LINE OF CREDIT Filmed DEED OF TRUST Mailed March THIS DEED OF TRUST is made this \_\_\_\_ 2 \_\_\_ day of \_\_ between John J Brady And Sarah S Brady, Husband And Wife Grantor. whose address is Mp 39 Kramer Rd UNDERWOOD WA 98651

WHEREAS Grantor has entered into an agreement with Beneficiary under which Beneficiary agrees to lend to the Grantor from time to time, subject to repayment and reborrowing, up to a total amount outstanding at any point in time of:

Trustee.

one hundred thousand dollars and no cents

whose address is P.O. Box C-240119 Seattle, WA, 98124

Rainier Credit Company

) Dollars which indebtedness is evidenced by Grantor's Personal Line of Credit Customer Agreement (\$ 100,000.00 , 19 <u>92</u>, (herein "Agreement"). The Agreement is incorporated herein by reference as though fully set forth. dated\_

TO SECURE to Beneficiary (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of other sums, with interest thereon, advanced to protect the security of this Deed of Trust, and the performance of the covenants and agreements of Grantor herein contained, and (b) the repayment of such further sums as may be loaned or advanced by Beneficiary to Grantor, together with interest thereon at such rate as may be agreed upon, Grantor does hereby irrevocably grant, bargain, sell and convey to the Trustee in Trust, with power of sale, the following

described property in Skamania County, State of Washington:

and SECURITY PACIFIC BANK WASHINGTON, N.A., Beneficiary, at its above named address.

See Legal Description Attached Hereto And Made A Part Thereof

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof; it being the express intent of Grantor and Beneficiary that this Deed of Trust and the estate held by Trustee hereunder shall continue in effect notwithstanding that from time-to-time no indebtedness of Grantor to Beneficiary under the Agreement may exist, and shall survive as security for all new or additional indebtedness of Grantor to Beneficiary under the Agreement from time-to-time arising.

VARIABLE INTEREST RATE. The interest rate on Grantor's Indebtedness under the Agreement may vary from time-to-time in accordance with changes in the Treasury Bill Rate, or the Prime Rate, as the case may be, as described in the Agreement.

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, hazards included within the term "extended coverage" and such other hazards as Beneficiary may require in an aggregate amount not less than the total clebt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have spes payable 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 not cause discontinuance of indebtedness hereby secured in such order as the Beneficiary shall not cause discontinuance of indebtedness hereby secured in such order as the Beneficiary shall not cause discontinuance of the state of the sta 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.
- all costs. heroby including, without limitation Trustee's and Beneficiary's attorney's fees actually incurred.
- 6. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or liens, voluntary or involuntary, against the property.
- 7. To promptly and fully perform all of the obligations of the mortgagor or grantor or contract purchaser under any existing mortgage or deed of trust or real estate contract on the property, and to save Beneficiary harmless from the consequences of any failure to do so.
- 8. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property herinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained, the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Gramor to the Beneficiary upon demand, with interest thereon at the highest rate then applicable to Grantor's indebtedness under the Agreement or other loan document from the date of such payment, and all such payments with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

## SECURITY PACIFIC **BANK WASHINGTON**

#### 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 thereof as may be necessary to fully satisfy the obligations secured hereby, shall be paid to Beneficiary to be applied to said obligations.
- 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 Trustes 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 Grantor and the Beneficiary, or upon satisfaction of the obligations 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 the Agreement or other loan document or 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 the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligations secured by this Deed of Trust; (3) the surplus, if any, fees the clerk's filing fee, shall be deposited together with a copy of the recorded notice of sale with the clerk of the Sunerior Court of the county in which the sale took place. Superior Court of the county in which the sale took place.
- 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 favor of bona fide purchasers and encumbrances 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.

7. In the even	ent of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successo	r trustee, and upon the
<ul> <li>recording or suc</li> <li>with all powers of</li> </ul>	ich appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other eding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the	trustee shall be vested
OIA62060 OLIDEIL	antors, or any of them, transfer the property covered by this Deed of Trust, or any part thereof, or any inter- olr title to the property, or any interest therein, in any manner or way, whether voluntary or involuntary, all indebt shall immediately become due and payable at the option of the holder and without demand or notice.	est therein, or shall be edness secured by this
· administrators,	od of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their he, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Agreeme secured hereby, whether or not named as Beneficiary herein.	irs, devisees, legatees, nt or other evidence of
John J Brady	John Brade	
Sarah S Brady	Sant 5 Bracks	
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eff of the second	STATE OF WASHINGTON	
- <del> </del>	COUNTY OF Klehitet }ss.	
	On this date personally appeared before me	
:	John J. Brady	-
		•
	Sarah S. Brady	
	to me known to be the individual(s) described in and who	
	executed the within foregoing instrument, and acknowledged that	
	signed the same as	
3,440	free and voluntary act and deed, for	
IN E E	C GIVEN under my hand and official seal this 27 day of	\$
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W SHOTAI	RY Pharch 19 92	
A SA PA		
	Strelle Scales	•
The Area	Aftern Public in and for the state of Washington, residing at	
Transferrance	Bensen	
e e e e e e e e e e e e e e e e e e e	2/11/05	
	My Commission expires 3/1//93	
uesa ngarata La	REQUEST FOR FULL RECONVEYANCE  Do not record. To be used only when indebtedness has been paid and Agreement terminated.	
·		
TO: TRUSTEE		
The undersi	signed is the legal owner and holder of the Agreement and all other indebtedness secured by the within Deed of	Trust. Said Agreement
peyment to yo	all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby re you of any sums owing to you under the terms of said Deed of Trust, to cancel said Agreement above mentioned says accuract by said Deed of Trust delivered to you becawith, together with the said Deed of Trust, and to convey	i, and all other evidences

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### EXHIBIT "A"

## PARCEL 1

The North Half of the Northwest Quarter of the Northeast Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

# PARCEL 2

A tract of land located in the East Half of the Northeast Quarter of the Northwest Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at a point on the West Right-of-Way line of the county road known and designated as the Kramer Road, said point being North 44° 40' East a distance of 936.1 feet from a railroad iron marking the Southwest corner of the East Half of the Northeast Quarter of the Northwest Quarter of the said Section 21; thence South 89° 38' West 300 feet; thence North 340 feet; thence North 89° 38" East 300 feet to the West Right-of-Way line of said Kramer Road; thence South along said West line 340 feet to The Point of Beginning.



