113260	BOOK /28 PAGE 132
Fited for Record at Request of SECURITY PACIFIC BANK WASHINGTON	FILE [] his space provided for Recorder's use:
	SKAMANA ON WASH
Office Security Pacific Bank Wa	SHAMANIA CO. III LA
Address 73 Ne Estes P.O. Box 67	APR 13 9 29 jul 192
City and State WHITE SALMON WA 98672 Registered 7	V. Salvesen
Indexed Dir to	CARY H. OLSON
PERSONAL LINE OF CREDIT DEED OF TRUST Indirect Filmed 4/20/42 Mailed	
THIS DEED OF TRUST is made this	19 9 2
between Richard II Estey And Jestina M Estey, Musband And Wife	, Grantor,
whose address is P.O. Box 858 CARSON WA 98610	e ,
Rainier Credit Company	Tru stee .
whose address is P.O. Box C-240119 Seattle, WA, 98124	, Husico,
and SECURITY PACIFIC BANK WASHINGTON, N.A., Beneficiary, at its above named addi	ress.
WHEREAS Grantor has entered into an agreement with Beneficiary under which Beneficiary repayment and reborrowing, up to a total amount outstanding at any point in time of: <u>thirty one thousand three hundred eighty eight dollars and fifty three cents</u>	ary agrees to lend to the Grantor from time to time, subject to
(\$ 31,388.53) Dollars which indebtedness is evidenced by	y Grantor's Personal Line of Credit Customer Agreement .
dated 4-9, 19 92, (herein "Agreement"). The Agreement	nt is incorporated herein by reference as though fully set forth.
TO SECURE to Beneficiary (a) the repayment of the indebtedness evidenced by the Agwith interest thereon, advanced to protect the security of this Deed of Trust, and the percentained, and (b) the repayment of such further sums as may be loaned or advanced by rate as may be agreed upon, Grantor does hereby irrevocably grant, bargain, sell and or	formance of the covenants and agreements of Grantor herein vy Beneficiary to Grantor, together with interest thereon at such
described property in Skamania County, State	e of Washington:
See Legal Description Attached Hereto And Made A Part Thereof.	
which real property is not used principally for agricultural or farming purposes, together hereafter thereunto belonging or in any wise appertaining, and the rents, issues and Beneficiary that this Deed of Trust and the estate held by Trustse hereunder shall indebtedness of Grantor to Beneficiary under the Agreement may exist, and shall survive to Beneficiary under the Agreement from time-to-time arising.	d profits thereof; it being the express intent of Grantor and continue in effect notwithstanding that from time-to-time no

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 thereo; 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, coveriants, 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 debt 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 loss 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 Benyriciary shall determine. Such application by the Beneficiary shall not occure 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.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses incurred in enforcing the obligations secured hereby including, without limitation Trustee's and Beneficiary's attorney's fees actually incurred.
- 6. Grantor shall not, without Beneficiary's prior writter, consent, grant or allow any further encumbrances or liens, voluntary or involuntary, against the property.
- trust or real estate contract on the property, and to save Benefic ary 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 foreclasse the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the highest rate then applicable to Grantor's indebtedness under the Agreement or other Ican 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

FORM NO. 01030 R1-88

- 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 Trustee shall reconvey all fir 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 hersin, 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, less the clerk's filing fee, shall be deposited together with a copy of the recorded notice of sale with the clerk of the 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 a shall b
- 6. Benefi
- 7. 1 record with a action
- 8. dives Deed
- 9. admir indeb

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 performance of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances 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; iciary may cause this Deed of Trust to be foreclosed as a mortgage.
in the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the ling of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested if 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 or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
If the Grantors, or any of them, transfer the property covered by this Deed of Trust, or any part thereof, or any interest therein, or shall be sed of their title to the property, or any interest therein, in any manner or way, whether voluntary or involuntary, all indebtedness secured by this of Trust shall immediately become due and payable at the option of the holder and without demand or notice.
This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, nistrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Agreement or other evidence of tedness secured hereby, whether or not named as Beneficiary herein.
ard H Estey (Rehealth ()
M Estey Of Jeanna M Ester
STATE OF WASHINGTON
COUNTY OFKlickitat
Richard H. & Jeanna M. Estev
to me known to be the individual(s) described in and who executed the within foregoing instrument, and acknowledged that
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 2th day of
April 192
Nestern Public in and for the state of Washington, residing at
3/25/96
PhysCertriffication expires 37 237 90
REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when indebtedness has been paid and Agreement terminated.

TO: TRUSTEE.

Richa

Jeans

The undersigned is the legal owner and holder of the Agreement and all other indebtedness secured by the within Deed of Trust. Said Agreement together with all other indebtedness secured by said Deed of Trust, has 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 said Agreement above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

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Dated	 	. 19	• <u></u>							· .
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Mail reconveyance to										

800K PAGE 134

A tract of land in the East Half of the Northwest Quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania and State of Washington, described as follows:

Lot 1 of the Estey Short Plat, recorded in Book 3 of Plat records, Page 193, Skamania County Deed Records.

NOTE: Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, telephone, gas, electricity or garbage and refuse collection, or any covenants, conditions and restrictions under which an estate, lien or interest in property has been, or may be, cut off, subordinated or otherwise impaired.

CONTINUED -





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 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 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, less the clerk's filing fee, shall be deposited together with a copy of the recorded notice of sale with the clerk of the 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 event of the death, incapacity or 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 Daed 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. If the Grantors, or any of them, transfer the property covered by this Deed of Trust, or any part thereof, or any interest therein, or shall be ivested of their title to the property, or any interest therein, in any manner or way, whether voluntary or involuntary, all indebtedness secured by this lead of Trust shall immediately become due and payable at the option of the holder and without demand or notice.
9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, dministrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Agreement or other evidence of adebtedness secured hereby, whether or not named as Beneficiary herein.
Richard H Estey (Rehald ()
Jeanna M Estey (Jeanna M Estey
STATE OF WASHINGTON
COUNTY OF Klickitat On this date personally appeared before me
Richard H. & Jeanna M. Fatey
to me known to be the individual(s) described in and who executed the within 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
Jaden Mundel Cons
Notes Public in and for the state of Washington, residing at
My Certifilission expires 3/25/96

Do not record. To be used only when indebtedness has been paid and Agreement terminated.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the Agreement and all other indebtedness secured by the within Deed of Trust. Said Agreement together with all other indebtedness secured by said Deed of Trust, has 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 said Agreement above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the perties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated	, 19,	 ·_	
Mail reconveyance to	<u> </u>	 	

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CONTINUED -



