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for Record at Request of SECURITY PACIFIC BANK WASHINGTON	BOOK 128 PAGE 4/12
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Constant Proof Control of the	DY CVALLED OF THE
Security Pacific Bank Wa	BY SKAMANIA CO, TITLE
1053 73 Ne Estes P O Box 67	APR ZS11 OZ_131 SZ
and State WHITE SALMON WA 98672	ROUSTON A DXOWN
and State	
	Indicate GARTH GESON
RSONAL LINE OF CREDIT	Filmed 5/U/a 2
ED OF TRUST	Mailed Mailed
1. 0	
THIS DEED OF TRUST is made this 24 day of	2 109
between Edgar H. Kinkead And Patricia M. Kinkead, Husband And Wife	, 192
whose address is Mpo 16 R Archer Mt Rd SKAMANIA WA 98646	, Grant
Rainier Credit Company	
whose address is P.O. Box C-240119 Seattle, WA, 98124	, Trust
and SECURITY PACIFIC BANK WASHINGTON, N.A., Beneficiary, at its abo	ve named address,
ARIFORNO CONTRACTOR OF THE CON	
WHEREAS Grantor has entered into an agreement with Beneficiary under repayment and reborrowing, up to a total amount outstanding at any point	which Beneficiary agrees to lend to the Grantor from time to time, subject in time of:
thirty thousand two hundred sixty one dollars and forty seven cents	
\$ 30,251.47	
John Miles Miles	evidenced by Grantor's Personal Line of Credit Customer Agreem
, 13 Z. , (Helett Agreettent).	The Agreement is incorporated herein by reference as though fully set fo
TO SECURE to Beneficiary (a) the repayment of the indebtedness evider with interest thereon, advanced to protect the security of this Deed of Trustontained, and (b) the repayment of such further same as mouth become	
ate as may be agreed upon, Grantor does hereby irrevocably grant, bard described property in <u>Skamania</u>	air, sen and convey to the Irustee in Trust, with power of sale, the follow
See Legal Description Attached Hereto And Made A Part Thereof	County, State of Washington:

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 apperbaining, 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 very 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 either 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 five, hexavis 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 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 pess 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. 10 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 eneficiary'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 mortgage or grantor or contract purchaser under any existing mortgage or deed of trust or real estate contract on the property, and to save Benaficiary 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 losep 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 Grantor 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:

- t. 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 others are 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 an 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
- 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
- 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 recitat shall be prima facile 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 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. 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 divested of their title to the property, or any interest therein, in any manner or way, whether voluntary or involuntary, all indebtedness secured by this Deed 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 administrators, executors, successors and assigns. The term Recettains and	y on the parties hereto, but on their heirs, devisees, legatees, in the poider and owner of the former of the form
Indebtedness secured hereby, whether or not named as Beneficiary herein.	and the second of the religious of other evidence of
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Edgar H. Kinkerd & Sogar Af Kinker	
Patricia M. Kinkers Patricia M. Kinkers	
The same of the sa	
STATE OF WASHINGTON	
COUNTY OF Sheefel at }ss.	
,	A 1
On this date personally appeared before me	
Colgan 4 : Latricia M.	
1. 2. Author 11.	
- Genkeal	
to me known to be the individual(s) described in and who executed the within foregoing instrument, and acknowledged that	
10,1	
signed the same as	
free and voluntary act and deed, for the uses and purposes therein mentioned.	
day of	
DINE Carrie Cepril 10 92	
, 19	
PATARE	
ritiladine larr	
Notary Notice is and for the state of Washington, residing at	
white (Immere)	
2/2/	
My Commission expires 3/35/96	

## REQUEST FOR FULL RECONVEYANCE

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 parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated	10			
			<del></del>	<u> </u>
Mail reconveyance to			-	
		<del></del>	<del></del>	

"at '8:00"A:M;" title "to" the property described herein is vested in fire them.

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EDGAR H. KINKEAD and PATRICIA M. KINKEAD, husband and wife---

subject only to the exceptions shown herein and to the terms, conditions and exceptions contained in the policy form. No liability is assumed until a full premium has been paid.

SKAMANIA COUNTY TOPE COMPANY

DESCRIPTION:

The East Half of the West Half of the West Half of the Southeast Quarter of the Southwest Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying North of the County Road.

EXCEPT that portion lying conveyed to Skamania County by instrument recorded April 28, 1989 in Book 113, Page 748, 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 coverants, conditions and restrictions under which an estate, lien or interest in property has been, or may be, cut off, subordinated or otherwise impaired.

CONTINUED -

Patrician Kuntualis