•	7490790 113548 OSTLER	i	BOOK 128 PAGE 733
	WHEN RECORDED MAIL TO: SECURITY PACIFIC BANK WASHINGTON	•	THE DECRECORD
·	P.O. BOX C240119		BY SKAMANIA COLTITUE
	SEATTLE, WASHINGTON 98124		D. SEVINALIA ASTICIO
-		Registered 0	Hay 19_10 22 m '92
-		Indexed, Dir 0	(Lawny
-		Indirect p	CARY H. OLSON
		Filmed 5/22/92 Mailed	RESERVED FOR AUDITOR'S USE ONLY.
		DEED OF	TRUST
-	THIS DEED OF TRUST is granted this	13+k	day of Macj 19 9 =
· . ·	by Zarry S. Ostler And Kim J. Ostler, Husband And Wif		
O.	("Grantor") to RAINIER CREDIT COMPANY ("Trustee"), WHITE SALMON OFFICE	in trust for SECUI	RITY PACIFIC BANK WASHINGTON, N.A., ("Beneficiary"), at its
		lls and conveys to Tru	office. Grantor agrees as follows: ustee in trust, with power of sale, all of Grantor's right, title and Interest
\ 	in the following described real property ("Property"), wheth	er now owned or later	r acquired, located at Mpo 701 Stamania Landing Rd
•.	SKAMANIA WA 98648	<u> </u>	, in Skamania County, Washington and legalty
	described as: Lot 3 Of Block 2 Of Woodard Marina Estat	•	Official Plat On
•	File And Of Recorded In Book "A" Of Plats	s, Page 114 And 115, In	n The County Of
>	Skamania, State Of Washington.		
₹.			
		A 60.	; all tenements, hereditaments and appurtenances, now or later in any
4	Beneficiary's rearns, all rents, receipts, income and no default under this Deed of Trust, Grantor is graconsent to Grantor's use of the Payments in any bar 2.2 DISCLAIMER. Nothing contained in this to enforce any provision of the Contracts, expend duties are expressly limited to giving of proper cred	by ("Contracts"), included the country payments due country and a license to confirm proceeding. Deed of Trust shall be any money, incur any it for all Payments reconstructs.	be construed as obligating Beneficiary or any receiver to take any action y expense or perform any obligation under the Contracts. Beneficiary's served by it.
€.	 SECURED OBLIGATIONS. This Deed of Trust the payment of the sum of _twenty thousand one hundred: 	secures performance seven dollars and sixty	of each agreement of Grantor contained in this Deed of Trust and the
٠. ,	(\$ 20,107.65) with interest thereoff	as evidenced by a	promissory note(s) dated 5//3 1997
. 4	Beneficiary or (c) Identified as bring secured by the Projection Beneficiary to make any future advance to Gradus. 4. AFFIRMATIVE COVENANTS. Grantor shall:	not such obligations (perly ("Secured Obligation)	nodifications and extensions thereof, together with all other existing and are (a) related by class or kind, (b) now contemplated by Grantor and pations"). Nothing contained in this Deed of Trust shall be construed as
î.	4.2 COMPLIANCE WITH LAWS. Comply Property;	ted on the Property; a with all laws, ordinar	Property in good condition and repair, ordinary wear and tear excepted; and restore any improvement which may be damaged or destroyed; notes, regulations, covenants, conditions and restrictions affecting the
2 E	4.3 REAL ESTATE INTERESTS. Perform all 4.4 PAYMENT OF DEBTS AND TAXES. Pay liens or charges levied against the Property; and all charge upon the Property;	promotiv all obligation	formed by Grantor under the Contracts; ions secured by the Property; all taxes, assessments and governmental sterials, supplies or otherwise which, if unpaid, might become a lien or
	Imparty against all risks, casuatties and losses limitation, insurance against fire, their, casualty, value in an aggregate amount of not less than the full removel of debris, and shall name Beneficiary as I may be applied to the Sacured Obligations in any any proceeding to foreclose upon this Deed of Trapurchaser at the foreclosure sale;	through standard fire notation and any other replacement cost of cost payer, as its inte manner as Beneficia set. In the event of fo	d reputable insurers acceptable to Beneficiary, all improvements on the e and extended coverage insurance or otherwise, including, without or risk Beneficiary may reasonably request. The insurance policies shall all improvements on the Property, including the cost of demolition and erest may appear. The amounts collected under the insurance policies may determines, and such application shall not cause discominuance of precioeure, all of Grantor's rights in the insurance policies shall pass to
ء دسور دسور	existence of or potential for environmental pollul surrounding property; and	of any notice, order o tion of any kind exis	(24) hours of any release of a reportable quantity of any hazardous or or communication from any governmental authority which relates to the tring on the Property, or results from the use of the Property or any preficient for all of Property of any
	or Trustee under this Deed of Trust, or managing	1981, detending any ac ng the Property and uneel, legal expenses,	meliciary for all of Beneficiary's reasonable costs and expenses incurred ction or proceeding purporting to affect the rights or duties of Beneficiary collecting the Payments, including, without limitation, all reasonable, collection costs, costs of title search, and trustee's and receiver's fees, rior withen consent:
	5.1 PAYMENTS. Accept or collect Payment		

5.2 MODIFY CONTRACTS. Terminate, modify or amend any provision of the Contracts; or

entitled shall be applied to the Secured Obligations.

FORM NO. 12311 R1-89

5.3 RESTRICTIONS ON CONVEYANCES. Transfer or convey any interest in the Property, except by will or intestacy.

7. RECONVEYANCE. Trustee shall reconvey such portion of the Property to the person entitled thereto upon written request of Beneficiary, or upon satisfaction of the Secured Obligations and written request for reconveyance made by Beneficiary or any person interested in the Property.

8. SUCCESSOR TRUSTEE. In the event of death, incapacity, disability or resignation of the Trustee, Beneficiary may appoint a successor strustee and, upon the recording of such appointment in the 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.

EMINENT DOMAIN. In the event any portion of the Property is taken through eminent domain, the amount of the award to which Grantor is

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- EVENTS OF DEFAULT. The occurrence of any of the following events shall, at Beneficiary's option, and at any time without regard to any previous knowledge on Beneficiary's part, constitute a default under the terms of this Deed of Trust, the Secured Obligations and all related loan documents:
 - NON-PAYMENT OF PRINCIPAL OR INTEREST. Any payment of principal or interest on the Secured Obligations is not made when due; or
 - 9.2 FAILURE TO PERFORM. Any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property is not paid when due; or any other term, covenant or agreement of Grantor contained in this Deed of Trust or in any other document with Beneficiary, or in which Grantor grants a security interest in the Property, is not promptly performed or satisfied.
 - REMEDIES UPON DEFAULT. If any default occurs and is continuing, Beneficiary may, at its option:
 - 10.1 TERMINATE COMMITMENT, Terminate any outstanding and unfulfilled commitment to Grantor;
 - 10.2 ACCELERATE. Declare any or all of the Secured Obligations, together with all accrued interest, to be immediately due and payable without presentment, demand, protest or notice of any kind, all of which are expressly waived by Grantor;
 - 10.3 PAYMENTS. Pay such sums as may be necessary to pay any tax, assessment, insurance premium, ilen, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property, without prejudice to Beneficiary's right to accelerate the Secured Obligations and foreclose upon this Deed of Trust. Grantor shall reimburse Beneficiary, upon demand, for all such amounts paid by Beneficiary, with interest thereon from the date of such payment at the highest rate that is, from time to time, applicable on any of the Secured Obligations, All unrelmbursed amounts shall be added to and become a part of the Secured Obligations;
 - 10.4 COLLECTION OF PAYMENTS. Terminate the license granted to Grantor to collect the Payments; take possession of, manage and operate the Property under the terms of the Contracts; and demand and collect all Payments, including endorsing any check, draft or other instrument given as payment, either by itself or through an agent or judicially-appointed receiver. The Payments shall be applied first to payment of the costs of managing the Property and collecting the Payments, and then to the Secured Obligations:
 - 10.5 TRUSTEE'S SALE. Direct the Trustee, upon written request, to sell the Property and apply the sale proceeds in accordance with Washington's Deed of Trust Act (RCW 61.24.010, et seq.). Any person, except Trustee, may bid at the Trustee's sale; and
 - 10.6 OTHER REMEDIES. Pursue att other available legal and equitable remedies, including, without limitation, foreclosing upon this Deed of Trust as a mortgage.

Grantor expressly walves any defense or right, in any action or proceeding in connection with the Secured Obligations, that Beneficiary must first resort to any other security or person.

11. WAIVER. No waiver by Beneficiary of any deviation by Grantor from full performance of this Deed of Trust or the Secured Obligations, as

Deed of Trust or the secured Obligations on the basis of the same or similar failure to perform. 12. SUCCESSORS AND ASSIGNS. This Deed of Trust inures to the benefit of and is binding upon the respective heirs, devisees administrators, executors, successors and assigns of the parties hereto. Larry S. Ostler & Contact & Con	Innetees'
$\sim \sim 10^{-10}$, logares,
Larry S. Ostler (A) Can d Ooth	• •
Kim J. Ostler William & William	-
All J. Oster (1) (17) F. De Co	
N/A	
N/A	

ACKNOWLEDGMENT BY INDIVIDUAL	
STATE OF WASHINGTON)	
1/1/1 : 35.	
County of Alexander	
NE Carine Dunny S& Place O Staller	
I certify that the feet entistactory evidence that NUVLY A There J. Wallet	
and is/are the individual(s) who signed this instru	ment in my
presence and acknowledge of it to be inits/her/their) tree and voluntary act for the uses and purposes mentioned in the instrument.	
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PNOTARY PUBLIC FOR THE STATE OF WASHINGTON	
My appointment expires 3/25/96	
Mappenson appearance apress	
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