Filed for Record at Request of SECURITY PACIFIC BANK WASHINGTON

Office

Security Pacific Bank Wa

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Security Pacific Bank Wa

BY SKAMAN A CO, TITU

Address 73 No Estes PO Box 67

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THIS DEED OF TRUST is made this ... between Del Ray Krell, As His Separate Estate whose address is P.O. Box 743 CARSON WA 98610 Rainier Credit Company Trustee whose address is P.O. Box C-240119 Seattle, WA, 98124 and SECURITY PACIFIC BANK WASHINGTON, N.A., Beneficiary, at its above named address. 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: fifteen thousand seven hundred fifty six dollars and eighty cents (\$ 15,756.80 _____) Dollars which indebtedness is evidenced by Grantor's Personal Line of Credit Customer Agreement 19 92, (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: 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 appurtaneous 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 indribtedness under the Agreement may very from time-to-time in accordance with changes in the Treasury Bill Rate, or the Prime Pate, as the case may be, as described in the Agreement.

To protect the security of this Deed of Trust, Grantor coveraints and agrees:

- 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.
- To pay before definquent 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 slebt asoured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have loge 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 page 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 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 granter 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 fall to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property horinebove described, or otherwise tall 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 metunity 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 indebtechess 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 indebtechess secured by this Deed of Trust.

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- 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 helpby, 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
- 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 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 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 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 fac's 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 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.
- 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, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Agreement or other evidence of indebtedness secured hereby, whether or not named as Beneficiary herein.

STATE OF WASHINGTON	1
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COUNTY OF Thechetat }ss.	
On this date personally appeared before me	
to me known to be the individual(a) described in and who executed the will fin foregoing instrument, and acknowledged that	• • •
free and voluntary act and deed, for	e e
GIVEN under my hand and official seed this	
JAMY Jaden Carr	-
Al B Motory The in and for the state of Washington, residing at 25 Lute Selmon 6 F W AS 3/35/96	

REQUEST FOR FULL RECORVEYANCE

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

TO: THUSTEE

The undersigned is the legal owner and holder of the Agreement and all other indebtedness secured by the within Deed of Trust. Seld Agreement together with all other indebtedness secured by said Deed of Trust, has been fully peld and satisfied; and you are hereby requested and directed, on payment to you of any same 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 pasties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

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Mail reconveyance to	· · · · · · · · · · · · · · · · · · ·	_		· ·

Lot 4 of COLUMBIA HEIGHTS according to the Official Plat thereof on file and of record at Page 136 of Book A of Plats, Records of Skamania County, Washington;

Together with that portion of the said platted property lying between the Easterly line of the said Lot 4 produced South 00° 20' East and the Westerly line thereof produced South 00° 20' East and extending from the Southerly line of said Lot 4 to the Northerly line of Cedar Street as shown on the said Plat.

