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Filed for Record at Request of SECURITY PACIFIC BANK WASHINGTON	4117 815	()()(() This space provided for Recorder's use:
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Office Security Pacific Bank Wa	ปา SKAMANIA	CO, IIIU
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City and State WHITE SALMON WA 98672	7(10)	Registered D
	GART R. O	LSON Indexed, Dir Io
PERSONAL LINE OF CREDIT	-	Indirect 10
DEED OF TRUST	* <u>-</u>	Filmed 624.92
		Mailed
12 1/4 O.		
THIS DEED OF TRUST is made thisday of	ne.	, 19 <u>4 2 </u>
between Paul M. Newell And Sally A. Newell, Husband And Wife		, Grantor
whose address is Star Rt Box 245 UNDERWOOD WA 98651		
9		
Rainier Credit Company	<del></del>	. Trustee.
whose address is P.O. Box C-240119 Scattle, WA, 98124	-	. 1103000
and SECURITY PACIFIC BANK WASHINGTON, N.A., Beneficiary, at it	s above named addre	83.
WHEREAS Grantor has entered into an agreement with Beneficiary t	under which Seneficia	Or surges to lend to the Greater from time to time, subject to
repayment and reborrowing, up to a total amount outstanding at any	point in time of:	y espect to folia to the classical field billie to thire; see ject to
forty nine thousand five hundred dollars and no cents		
		Grantor's Personal Line of Credit Customer Agreement
dated	nent"). The Agreement	is incorporated herein by reference as though fully set forth.
TO SECURE to Beneficiary (a) the repayment of the indebtedness with interest thereon, advanced to protect the security of this Deed	evidenced by the Agr	seement, with interest thereon, the perment of other sums,
contained, and (b) the repayment of such further sums as may be to rate as may be agreed upon, Grantor does hereby irrevocably grant	aned or advanced by	Beneficiary to Grantor, together with interest thereon at each
described property in Skamania	J	of Washington:
See Legal Description Attached Hereto And Made A Part Thereof.	Joseph January, Janua	or transinguit.
	"	
	<b>y</b>	4 7 1
which real property is not used principally for agricultural or farming	n reinneas tonether i	office the control of
hereafter thereunto belonging or in any wise appending, and the Beneficiary that this Deed of Trust and the estate held by Trust	he rents, issues and	profits thereof: it being the express intent of Greater and
indebtedness of Grantor to Beneficiary under the Agreement may a to Beneficiary under the Agreement from time-to-time arising.	xist, and shall survive	as security for all new or additional indebtedness of Grantor
VARIABLE INTEREST PATE. The interest rate on Grantor's indebted in the Treasury Bill Rate, or the Prime Rate, as the case may be, as o	ness under the Agres described in the Agres	ment may vary from time-to-time in accordance with changes ment.
To protect the security of this Deed of Trust, Grantor coverants a	and agrees:	
1. To keep the property in good condition and repair; to permit	i no waste thereof: to	complete any building, structure, or improvement being built
or about to be built thereon; to restore promptly any building, struc with all laws, ordinances, regulations, covenants, conditions and res	ture or improvement t trictions affecting the	hereon which may be damaged or destroyed; and to comply property.
2. To pay before delinquent all lawful taxes and assessments u	pon the property; to i	keep the property free and clear of all other charges, liens or
encumbrances, impairing the security of this Deed of Trust.	1 -	
3. To keep all buildings now or hereafter erected on the prop within the term "extended coverage" and such other hazards as Be	neficiary may require	in an accrecate amount not less than the total debt secured
<ul> <li>by this beed of Trust and all other prior liens. All policies shall be</li> <li>Beneficiary as its interest may appear and then to the Grantor</li> </ul>	in such companies a . The amount collect	s the Beneficiary may approve and have look payefule to the
indebtedress hereby secured in such order as the Beneficiary shall any proceedings to foreclose this Deed of Trust. In the event of fore	il determine. Such api	dication by the Banaticiary shall not class discontinuous of
purchaser at the forediceure sale.		
4. To defend any action or proceeding purporting to affect the sand expenses, including cost of title search and attorney's fees in a	security hereof or the seconable amount. It	ights or powers of Beneficiary or Trustee, and to pay all costs in any such action or processing.
5. To pay all costs, fees and expenses in connection with this (	Deed of Trust, includin	o the expenses incremed in enforcing the obligations account
hereby including, without limitation Trustee's and Beneficiary's atto	mey's fees actually in	curred.

8. Grantor shall not, without Beneficiary's prior written consent, grant or allow any further encumbrances or liens, voluntary or involuntary, against

7. To promptly and fully perform all of the obligations of the mortgagor or grassor 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, flore, encumbrances, or other charges against the property herhabove described, or otherwise fall to lesep 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

the property.

- 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.
- 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 Granter 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 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 Granfors, or any of them, transfer the property covered by this Deed of Trust, or any part thereof, or any interest therein, or shall be rested 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 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.

Paul M. Newell Q Paul M. Mindl	
Sally A Newell (v) Sal H NEWEL	
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STATE OF WASHINGTON  COUNTY OF Security State of the second secon	
Paul M: Sally A	
to me known to be the individual(s) described in and who executed the within foregoing instrument, and acknowledged that	
free and voluntary act and deed, for the uses and purposes therein mentioned.  GIVEN under my hand and official seel this 12 day of	
June CA Strain Comment of the CA Strain	
Meeting Public is and for the state of Westington, residing at	
My Colimination expires 3/55/92	

#### REQUEST FOR FULL RECONVEYANCE

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 segured by the within Dead of Trust. Said Agreement together with all other indeb edness secured by said Deed of Trust, has been fully peld and satisfied; and you are hereby requested and directed, on yment 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 es 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.

Cated		, 19	 	-		 · · · · · · · · · · · · · · · · · · ·
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Mail reconveyance to	·	<del></del>	 <del></del>	\	•	 

#### EXHIBIT "A"

## PARCEL 1

The South 416 feet of the East 719.5 feet to the Northwest Quarter of the Southeast Quarter of Section 15, Township 3 North, Range 10 East of the Willamette Meridian, EXCEPT the East 31 rods thereof;

TOGETHER WITH an easement and right of way for a Private access road over and across the North 20 feet of the South 228 feet of that portion of said Northwest Quarter of said Southeast Quarter, which lies West of the principal tract described above, and connecting with County Road No. 3372 known and designated as Orchard Lane Road.

## PARCEL 2

A tract of land in the Northwest Quarter of the Southeast Quarter of Section 15, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at the Southwest corner of the Northwest Quarter of the Southeast Quarter; thence East along the South line of said tract 418 feet, more or less, to the Southeast Corner of a tract of land conveyed to Jimmy L. Bryan, et. ux., by instrument recorded in Book 64, Page 290, Skamania County Deed Records; thence North along said East line 208 feet to the Northeast corner of Bryan tract and the true point of beginning; thence continuing in a straight line 228 feet to the Northeast corner of a tract of land conveyed to Cecelia A. Stone, et. ux., by instrument recorded October 18, 1979, in Book 77, Page 392, Skamania County Deed Records; thence East in a straight line to the Northwest corner of a tract of land conveyed to Paul M. Newell, et. ux., by instrument recorded March 22, 1989, in Book 113, Page 336, Skamania County Deed Records; thence South along said West line 228 feet; thence West in a straight line 182.5 feet to the Northeast corner of the Bryan tract and the true point of beginning.