113841	BOOK 127 PAGE 757
7019300 LABSON	FILLD OF RECORD TO SEE
WHEN RECORDED MAIL TO: SECURITY PACIFIC BANK WASHINGTON	B: SKAMANIA CO. TITLE
P.O. BOX C240119	hm 2
SEATTLE, WASHINGTON 98124	JE 114 86 CZ HUL
	Lawry
	GARY M. OLSON
	RESERVED FOR AUDITOR'S USE ONLY.
DEED	OF TRUST
THIS DEED OF TRUST is granted this	
by James Philip Larsen And Helen Larsen, Also Known As Eleni Larsen,	
('Grantor') to RAINIER CREDIT COMPANY ('Trustee'), in trust for S	ECURITY PACIFIC BANK WASHINGTON, N.A., ('Beneficiary'), at its
WHITE SALMON OFFICE	office. Grantor agrees as follows:
1. CONVEYANCE. Granter hereby bargains, sells and converse to the following described real property ("Property"), whether now owned or	to Trustee in trust, with power of sale, all of Grantor's right, title and interest right acquired located at Box 10
UNDERWOOD WA 98651	(STREET)
(OTTY) (ZIP COOE)	, In Skamania County, Washington and legally
described as: See Legal Description Attached Hereto And Made A Part Ti	icteol
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	Indirect
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	Mailed
way appertaining to the Property; and all leasehold interests, rents, pay Property. This Property is not used principally for agricultural or farming pu	perty; all tenements, hereditaments and appurtenances, now or later in any ments, issues and profits derived from or in any way connected with the irposes.
2. ASSIGNMENT OF RENTS.	
agreements for the use or occupancy of the Property ("Contracts"), in Beneficiary's name, all rents, receipts, income and other payments	all of Grantor's interest in all existing and future leases, licenses and othe including the immediate and continuing right to collect, in either Grantor's orduc or to become due under the Contracts ("Payments"). As long as there is to collect the Payments, but such license shall not constitute Beneficiary's ding.
2.2 DISCLAIMER. Nothing contained in this Deed of Trust is	hall be construed as obligating Beneficiary or any receiver to take any action or any expense or perform any obligation under the Contracts. Beneficiary
	ance of each agreement of Grantor contained in this Deed of Trust and th
the payment of the sum of thirty five thousand seven hundred fifty nine dol	lars and no cents Dollar
(\$ 35,759.00 ) with interest thereon as evidenced by	
future obligations of Grantor to Beneficiary, whether or not such obligati	als, modifications and extensions thereof, together with all other existing and ions are (a) related by class or kind, (b) now confernplated by Grantor and Obligations."). Nothing contained in this Deed of Trust shall be construed as
4. AFFIRMATIVE COVENANTS, Grantor shall:	
complete any improvement which may be constructed on the Prope 4.2 COMPLIANCE WITH LAWS. Comply with all laws, or	the Property in good condition and repair, ordinary wear and tear excepted ety; and restore any improvement which may be damaged or destroyed; dinances, regulations, covenants, conditions and restrictions affecting the
Property; 4.3 REAL ESTATE INTERESTS. Perform all obligations to be	
	digations secured by the Property; all taxes, assessments and governments in, materials, supplies or otherwise which, if unpaid, might become a lien o
4.5 iNSURANCE Insure continuously, with financially sound Property against all risks, casualties and losses through standar limitation, insurance against fire, theft, casualty, vandalism and any be in an aggregate amount of not less than the full replacement co removal of debris, and shall name Beneficiary as loss payee, as it	d and reputable insurers acceptable to Beneficiary, all Improvements on the difference extended coverage insurance or otherwise, including, without other risk Beneficiary may reasonably request. The insurance policies shall all improvements on the Property, including the cost of demolition and a interest may appear. The amounts collected under the insurance policies eficiary determines, and such application shall not cause discontinuance of

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purchaser at the foreclosure sale;

4.6 HAZARDOUS WASTE. Notify Beneficiary within twenty-four (24) hours of any release of a reportable quantity of any hazardous or regulated substance, or of the receipt by Grantor of any notice, order or communication from any governmental authority which relates to the existence of or potential for environmental pollution of any kind existing on the Property, or results from the use of the Property or any

4.7 COSTS AND EXPENSES. Pay, reimburse and indemnify Beneficiary for all of Beneficiary's reasonable costs and expenses incurred in connection with foreclosing upon this Deed of Trust, defending any action or proceeding purporting to affect the rights or duties of Beneficiary or Trustee under this Deed of Trust, or managing the Property and collecting the Payments, including, without limitation, all reasonable attorneys' fees and value of the services of staff counsel, legal expenses, collection costs, costs of title search, and trustee's and receiver's fees.

- NEGATIVE COVENANTS. Grantor shall not without Beneficiary's prior written consent:
  - PAYMENTS. Accept or collect Payments more than one (1) month in advance of the due date; 5.1
  - MODIFY CONTRACTS. Terminate, modify or amend any provision of the Contracts; or 5.2
  - RESTRICTIONS ON CONVEYANCES. Transfer or convey any interest in the Property, except by will or intestacy.
- EMINENT DOMAIN. In the event any portion of the Property is taken through eminent domain, the amount of the award to which Grantor is entitled shall be applied to the Secured Obligations.
- 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.
- SUCCESSOR TRUSTEE. In the event of death, Incapacity, disability or resignation of the Trustee, Beneficiary may appoint a successor trustee 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.

- 9. 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:
  - 9.1 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, ilen, 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, coverant 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.
  - 10. 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, lien, 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 unreimbursed 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 all other available legal and equitable remedies, including, without limitation, foreclosing upon this Deed of Trust as a mortgage.

Grantor expressly waives 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 the case may be, shall constitute a waiver of Beneficiary's right to require prompt payment or to assert any other right or remody provided for in this Deed of Trust or the secured Obligations on the basis of the same or similar failure to perform.

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, legatees, administrators, executors, successors and assigns of the parties hereto.
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James P. Larsen Whenle Fille
Helen Larsen & Elour das Sour
N/A
N/A
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ACKNOWLEDGMENT BY INDIVIDUAL
STATE OF WASHINGTON ) : \$\$.
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I certify that I know or have satisfactory evidence that
and Helen Larsen is/are the individual(s) who signed this instrument in my
presence and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.
to be self to the
Dated:
by appointment expires
ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY
STATE OF WASHINGTON (1)
. <b>55</b> .
*County of)
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andis/are the individual(s) who
signed this instrument in my presence, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the
of
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.
Dated:
My appointment expires
REQUEST FOR RECONVEYANCE
To Trustee:
The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness
secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered
hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.
Dated:
Send Reconveyance To:
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## DESCRIPTION:

A tract of land in the Southeast Quarter of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 Larsen Short Plat recorded in Book 3, Page 114, Skamania County Short Plat Records.

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