BOOK /3/ PAGE 4/5

114692

FILTO SOD RECORD BY CLARK COUNTY TITLE Oct 15 14 08 111 '92

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

AMERICAN GENERAL FINANCE

Address 3000 NE ANDRESEN RD., B 104

City and State_

Washington

DEED OF TRUST	

CART H. OLSON

OCTOBER 12TH THIS DEED OF TRUST, made this ____ day of BESSIE L. JARRELL A SINGLE WOMAN BOK 793, SHORT RUN ROAD, CARSON, WA 98610 whose address is_ 1400 WASHINGTON ST., SUITE 100 , a corporation. Trustee, whose address is _ CLARK COUNTY TITLE COMPANY MERICAN GENERAL FINANCE VANCOUVER ___ Washington, and _ 3000 NE ANDRESEN RD., B 104, VANCOUVER, WA 98661 Beneficiary whose address is

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in SKAMANIA County, Washington:

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Lot 3 of WELLS HOME SITES, according to the official plat thereof on file and of record at page 102, of Book "A" of Plats, records of Skamania 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 appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Thirty eight thousand three hundred) with interest, in accordance with the terms of a promissory note of even date 38376.85 herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the scurify by this Deed of Trust, Grantor covenants and agrees:

the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all to be all the property. lave, droitenous prompting to ensure promptly any bullong, structure or improvement the lave, droitenous prompting the property.

2. To pay before delinquent 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 or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be neficiary shall determine. Such application by the Beneficiary shall not cause discontinapplied upon any indebtedness hereby secured in such order uance 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 pass 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, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

- 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 obligation secured bereby, shall be paid to Beneficiary to be applied to said obligation.
- 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 Trustees 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 obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance 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 Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 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 the 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. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devises, legates, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

If not prohibited by law or regulation, this Deed of Trust and all sums hereby secured shall become due and payable at the option of mortgages and without notice to entrustor forthwith upon the conveyance of entrustor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, entrustor unless the purchaser or transferse assumes the indebtedness secured hereby with the consent of the beneficiary.

If this Deed of Trust is subject and subordinate to another Deed of Trust, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior Deed of Trust, the holder of this Deed of Trust may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtodness secured by this Deed of Trust and the accompanying note shall be deemed to be secured by this Deed of Trust, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior Deed of Trust then the amount secured by this Deed of Trust and the accompanying note shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this Deed of Trust.

be commenced to foreclose said prior Deed of Trust then payable at any time thereafter at the sole option of the own	the amount secured by this Deed o	Trust and the accompanying note shall	Il become and be due and
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WITNESS		SSIE L. JARRELL	ISEAL
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TATE OF WASHINGTON,		- 16	
County of CLARK		_ \	•
	SSIE L. JARRELL	~~	
On this day personally appearant perote rite	Allia II. Vitaliani		
o me known to be the individual(s) described in and who e	xecuted the within and foregoing ins	trument, and acknowledged that	
SHE	signed the name as	HER .	
	angled the fidilite as		•
ree and voluntary act and deed, for the uses and purposes t	herein mentioned.	· ·	Contraction of the Contraction o
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GIVEN under my hand and official seal this	121Н	day ofCTOBER	3 2
- 1 - 1		In last	21100
	MICHAEL J.		14 vinn
	•	Notary Public In and for the the residing at VANCOUVER	Manifest .
		VANCOUVER	S 33 V W Juli
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en e	REQUEST FOR FULL RECONVEY	ANCE	
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Do not i	record. To be used only when note h	ies been paid,	

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, 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 note 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	, 19		
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Mail reconveyance to			-