

74851

DEED OF TRUST

Drawn by: 1k
Checked by: md
BOOK 49 PAGE 757

THIS DEED OF TRUST, is made this 8th day of JUNE, 19 72,
BETWEEN CALVIN R. CONN AND JANE A. CONN, HUSBAND AND WIFE, as Grantor,
whose address is STAR ROUTE BOX 14, UNDERWOOD, WASHINGTON 98672,
and FIRST AMERICAN TITLE INSURANCE COMPANY, A WASHINGTON CORPORATION, as Trustee,
whose address is 705 3rd AVENUE, SEATTLE, WASHINGTON 98104,
and THE LOMAS & NETTLETON COMPANY, A CORPORATION,
as Beneficiary,
whose address is 700 NORTON BUILDING, SEATTLE, WASHINGTON 98104.

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in SKAMANIA County, Washington:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 10 E. W. M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89° 33' WEST 974.81 FEET FROM THE QUARTER CORNER COMMON TO SECTIONS 22 AND 23, TOWNSHIP 3 NORTH, RANGE 10 E. W. M.; THENCE SOUTH 89° 33' WEST 56.32 FEET; THENCE NORTH 00° 29' EAST 19 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE NORTH 00° 29' EAST 252 FEET; THENCE SOUTH 84° 16' EAST 167.42 FEET; THENCE SOUTH 29° 50' EAST 87 FEET; THENCE SOUTH 09° 25' EAST 43 FEET; THENCE SOUTH 50° 08' WEST 182.56 FEET; THENCE SOUTH 89° 33' WEST 79.07 FEET TO THE INITIAL POINT.

TOGETHER WITH the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the revenues 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 TWENTY-SIX THOUSAND NINE HUNDRED FIFTY AND NO/100--- Dollars (\$ 26,950.00-----) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor; 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.

The Grantor covenants and agrees as follows:

1. That he will pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity. *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment, and provided further, That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity, such payment to be applied by the holder thereof upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.



2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until said note is fully paid, the following sums:

(a) An amount sufficient to provide the Beneficiary with funds to pay the next mortgage insurance premium (if this instrument and the note secured hereby are insured, or a monthly charge in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(i) If and so long as said note and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Beneficiary one (1) month prior to its due date the annual mortgage insurance premium, in order to provide the Beneficiary with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder; or

(ii) If and so long as said note and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account delinquency or prepayments;

(b) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments payable on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on such insurance policies as may be required under paragraph (a) hereof, satisfaction to Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices thereof, less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, taxes, and special assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

(i) Premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge in lieu of mortgage insurance premium, as the case may be;

(ii) Ground rents, if any, taxes and special assessments, fire and other hazard insurance premiums;

(iii) Interest on the note secured hereby; and

(iv) Amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The arrangement provided for in paragraph 2 is solely for the added protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any sums on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantee all rights of the Grantor with respect to any funds accumulated hereunder.

3. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, the Beneficiary may collect and the Grantor agrees to pay with such payment, a "late charge" of two cents (2¢) for each dollar (\$1) so overdue on liquidated damages for the additional expense of handling such delinquent payments.

4. If the total of the payments made under (b) of paragraph 2 shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes, assessments and insurance premiums, such excess may be credited by Beneficiary on subsequent payments to be made by Grantor. If, however, the monthly payments made under (b) of paragraph 2, shall not be sufficient to pay ground rents, taxes, assessments and insurance premiums, when the same shall become due and payable, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when the payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance herewith, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor all payments made under the provisions of (b) of paragraph 2, which Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated pursuant to (b) of paragraph 2. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amount of principal then remaining unpaid under said note and properly adjust any payments which shall have been made under (a) of paragraph 2.

5. To keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to inspect the property at any time during reasonable hours.

6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

(a) To commence work on said property and in any event within thirty (30) days from the date of the commitment of the Department of Housing and Urban Development and complete same in accordance with plans and specifications satisfactory to Beneficiary;

(b) To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof;

(c) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice is granted of such fact;

(d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph is authorized to accept an true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with said building or improvements.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. The property that is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

9. To keep the buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualty and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Grantor, and such insurance company concerned in hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure on this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, or right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the Beneficiary.

10. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding the Grantor will, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable on demand. To pay all costs of suit, cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.

CALVIN R. CONN

JANE A. CONN

STATE OF WASHINGTON,
COUNTY OF Clark

I, the undersigned,
day of June 1972, personally appeared before me CALVIN R. CONN AND JANE A. CONN,
HUSBAND AND WIFE
described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their
free and voluntary act and deed, for the uses and purposes therein mentioned
Given under my hand and official seal the day and year last above written

REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by said Deed of Trust, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied and requested and directed on payment to you of any sum owing to you under the terms of said Deed of Trust, and all other evidences of indebtedness secured by said Deed of Trust, to reconvey to you hereunto to appear with two copies of said Deed of Trust, and to reconvey without warranty to the parties designated by the terms of said Deed of Trust, all the estate and held by you thereunder

Dated

Mail reconveyance to

RETURN TO:

DEED OF TRUST

This form may be used as the security instrument in connection with Deeds of Trust to be insured under Sections 203 and 222, and in connection with "Individual mortgages" to be insured under Sections 213, 220, 221, 214, 309 and 310 of the National Housing Act.

THE LOMAS & NETTLETON COMPANY
Suite 6 - Davies Building
404 E. 15th Street
Vancouver, Washington 98663
Loan #02-46-17574

RECORDED	INDEXED	FILED	RECEIVED

74851
STATE OF WASHINGTON
LOAN NO.
Deed Of Trust

CALVIN R. CONN et al.

TO

THE LOMAS & NETTLETON COMPANY,
a corporation

State of Washington, ss:
County of Skamania,
I hereby certify that this within Deed of Trust was filed in this office for Record on the 13 day of June, A.D. 1972, at 10 o'clock P.M., and was duly recorded in Book 49 of

Record of Mortgages of Skamania
County, State of Washington, on page 189
J. P. McCord
J. P. McCord
J. P. McCord

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