FHA FORM NO. 2189-T

74851

## DEED OF TRUST

Drawn by: 1k
Checked by: md

BOOK 49 PAGE 757

THIS DEED OF TRUST, is made this Stb doy ofUNF 19 72
BETWEEN CALVIN R. COMO AND JANE A. CONN. HUSBAND AND MIFE , us Grant
whose address isSTAR_ROUTE_BOX_14_, UNDERWOOD, WASHINGTON_98672
endFIRST_AMERICAN_TITLE_INSURANCE_COMPANY_A_A_WASHINGTON_CORPORATION, as Truste
whose address to 705 3rd AVENUE, SEATTLE, WASHINGTON 98104
THE LOMAS & NETTLETON COMPANY, A CORPORATION
, as Beneficia
whose address is 700, NORTON BUILDING, SEATTLE, WASHINGTON, 98104
Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in Good, with power of sale, the following describ
THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF MASHINGTON TO-WIT:
A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 ME1/4 OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 10 E. W. M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89° 33' MEST 974.81 FEFT FROM THE OUARTER CORMER CONTION TO SECTIONS 22 AND 23, TOWNSHIP 3 NORTH; RANGE TO E. N. M.; THENCE SOUTH 89° 33' MEST 56.32 FEET; THENCE NORTH 00° 29' EAST 19 FEET TO THE INITIAL POINT OF THE TRACT MEREBY DESCRIBED; THENCE NORTH 00° 29' EAST 252 FEET; THENCE SOUTH 84° 18' EAST 167.42 FEET; THENCE SOUTH 29° 50' EAST 87 FEET; THENCE SOUTH 09° 25' EAST 43 FEET; THENCE SOUTH 50° 08' MEST 182.56 FEET; THENCE SOUTH 89° 33' MEST 79.07 FEET TO THE INITIAL POINT.



TOGETHER WITH 1 die tenements, hereditaments, and appartenances now or hereafter thereunto belonging or in anywise apparetaining, and the reconstruction of the profits thereof.

THIS DEED IS FOR THE 1-URPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of TNENTY-SIX THOUSAND NINE HUNDRED FIFTY AND NO/100--- Deliars is 26,950.00----- with interest thereon according to the terms of a prominagory or a of even date herewith, payable to Beneficiary or order and made by Grantor; and also used further nums an may be advanced or loaned by Beneficiary to Grantor, or any of their successions or analysis, tegether with interest thereon at such rate as shall be agreed upon.

The Grantor covenants and agrees as follows:

1. That he will pay the indebte hear secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity. Privaled, honever, 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 dobt is paid in full prior to naturity and at that time are insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, quarantur or endorser, agree to be original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate smeant 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 Grantos agrees to pay to Heneficiary together with and in addition to the monthly payments of principal and interest paysible under the terms of the note accured hereby, on the first day of each month until sold note in fully paid, the following sums
  - 407 An amount substituted to provide the Henefa ton't arth funds to pay the next morigage insurance premium if this instrument and the note secured hereta, are insured, or a monthly charge in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Irevelopment, as follows
    - (1) If and so long an south note and this instrument are insured or are reinsured under the provisions of the National Housing Act, an ti see so long an assis more stat that instruction are insured to see religious under the provisions of the functional problems (e.g., insured to sufficient to recumulate in the function of the Beneficient on (1) month prior in the due date the original problems (e.g., insured to pay such premium to the Secretary of Pousing and Urban Development purposes). munt to the National illuming Act as an ended, and applicable regulations thereunders or
    - II) If ond so long ag said note and this instrucent are held by the Eccretary of Housing and Urban Development, a monthly charge (in five of a mortgage insurance processes which shall be in an arount equal to one-twelfth (1/2) of one-half (1/2) per centum of the average outstanding balance due on said hate computed without taking into account delinquenct or programming.
  - the A sum, as estimated by the Benefit are equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premises that will next become due and payable on such insurance policies 2s may be required under paragraph of hereof, suitable ter to Benefit are, Sentiar agreeing to deliver promptly to Benefit are all bills and notices therefor, less all sums ofrend: pand ther for divided by the number of months to elapse before one (1) month prior to the date when such ground rents, pressures, taxes and assessments will become delinquent, such asms to be held by the Benefic lary in trust to pay said appropriate rents, premains, taxes and special assessments; and
  - interior return precours, takes and spectral assessments; and
    All payments mentioned in the two preceding subsections of this paragraph and all payments to be under the note secured hereby
    whall be mided regular and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by
    thereforeign to the following users in the order set forth.

    At premature charges under the contract of immanance with the Secretary of Housing and Urban Davelopment, or mosthly charge in the
    of merigage insurance precious; as the case may be:

    - the ground rents, if any fox a special assessments, fire and other bound insurance promiums;
    - ill) interest on the note seed. I hereby, and
    - IVI amortization of the proncipal of said note.

Any deficiency in the meant of any such aggregate mouthly payment shall, unless made good by the Granter prior to the age date of the next such payment constitutes an event of default under this beed 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 our yields, without interest for the sums actually recoved by it. Upon ossignment of this Beed of Teust by the Beneficiary, on units on him shall be turned over to the assigner and any sesponsibility of the assigner with respect thereto shall terminate. Each transfer of the system of the Dod of Teust shall automatically transfer to the finance all sights of the Granter with semper 1 any typical accumulated between the Granter with semper 1 any typical accumulated between the Granter with semper 1 any typical accumulated between the Granter with semper 1 any typical accumulated between the Granter with semper 1 any typical accumulated between the Granter with semper 1 any typical accumulated between the Granter with semper 1 any typical accumulated between the Granter with semper 1 any typical accumulated between the Granter with semper 1 any typical accumulated between the Granter with semper 1 any typical accumulated between the Granter with semper 1 any typical accumulated between the Granter with semper 1 and 1 mutated hereunder.

- 3. In the event that any payment or portion thereof is not paid within fifteen (15) days come enems 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 (25) for each dollar (\$1) so overdue us liquidated damages for the additional expense of handling such delinquest payments.
- 4. If the total of the payments made under this 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 of Beneficiary on subsequent payments to be made by Grantor. If, however, the monthly payments made under the of payagraph 2, shell not be sufficient to pay ground rents. taxes, assessments and insurance premiums, when the same shall become due and pavable, Grantor shall pay to Beneficiary any amount accessary to make up the deficiency on ar before the date when the payment of such ground cent, taxes, accessments, or insurance prendums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance herowith, full payment of the entire indebtedness a cured hereby. Beneficiary shall, in computing the unount of indebtedness, credit to the account of Granter all payments made under the provisions of are of paragraph 2, which Beneficiary has not become obligated to pay to the Secretary of Hous ing and Urban Development, and any balance remaining in the funds accumulated pursuant to (b) of paragraph 2. If there shall be a one and organ to vergoustic me any commer remaining a commence communical parameter of paragraphs of there and to be defoult under any of the provisions of this Deed of Trust and thereafter a sufe of the premises in accordance with the provisions hereof or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, of the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining is the funds accumulated under by of paragraph . 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 white ahall have been made under in of paragraph 2
- 5. To keep the property in good order and condition and not to commit or permittany whate thereof. To allow henefic tary to inspect the property of any time during represent to hours.
- to. To complete or restine 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. Granter further agree.
  - of To commence a last to not upon puts and in any event within thirty (30) days from the date of the commitmental flux beginning and Urban De et provide and complete same in accordance with plans and appetition to a satisfactors to Beneficiary.

    To complete all buildings or after structures being an about to be build there in within aix (6) months from date hereof.
  - - To replace any week repaterials ansatisfactory to Beneficiary, within filteen 150 days after written notice to Granter of such fact,
- of. That work shall not cooper in the generation of our hamprovements for any reason what soever for a period of littorn (15) consecutive days. The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Giontor under this numbered paragraph is authorized to accept us true and conclusive all facts and statements therein, and to act thereos here-
- ? Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with anid kuilding or caprovements
- s. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting and property. The propcrty that is the subject of this Decl of Trust is not used principally or primarily for agricultural or farming purposes.
- or To large the buildings, improvements and fixtures now existing or befeather erected on the mortgaged property insured as may be required from time to tune by the Beneficiary against loss by fire and other hazards, casualties 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 pro visions for payment of which has not been made hereinbefore. All insurance shall be carried in companion approved by the Bene fictary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in fav and in ferm acceptable to the Beneficiary. In event of loss Granter will give immediate notice by sail to the Beneficiary, who mny make proof of tone if not made promptly by Grantor, and each in uran e consumant concerned is 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 Bereficiary at its aption either to the reduction of the indebtedness hereby secured or to the restoration or repair of the propert, domaged. In event of foreclorate or this cortigage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, o', right, title and interest of the Grantor in and to any incurance policies then in force chall 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 beford any such action or proceeding the Grantor will, at all times, indemnify from, and, on Jenand 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 sull, action or proceeding, and the sem of such expenditures shall be occured by this Deed of Trust with interest approvided in the note secured hereby an shall be due and payable on demand. To pay all conts of suit, cost of evidence of title and a regionable attorney's fee in any proceeding or suit brought by Beneficiary to forecious this Deed of Trust.

- 11. To pay at least ten (10) days before delinquent all rents, laxes, assessments and encumbrances, charges or liens with interest, that may new or hereafter ho levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes, reasonable costs, fees and expenses of this 'frust; on default hereunder Beneficiary may, at its option, pay, or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise ony such option.
- 12. To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or an behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure at the sate pravided on the principal debt, and the repayment thereof shall be accured hereby. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailby of such notice will, at Beneficiary's option, constitute an event of default hereunding, or, Beneficiary may, at its option, commence an action against Granter for the recovery of such expenditure or advance and increast thereon, and in such event Granter agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attornoy's fes.
- 13. To do all acts and make all payments required of Grantor to make said note and this Daid Higible for insurance under the Motional Housing Act and make an payments required of Grantor to make and note and this pays engine for insurance under the Motional Housing Act and any amendments thereto, and and regulations promulgated thereunder, within the time and in the manner required by said Act, any amendments thereto, and anid regulations, and agrees not to do, or cause or suffer to be done, any act which will void such insurance so long as any obligation hereby secured remains unfulfilled.

## IT IS MUTUALLY AGREED THAT:

- 14. Should Granter fall to make any payment or to do any act as herein provided, then Bent ficture or Trustee, but without obligation so to do and without notice to or demand upon Granter and without releasing Granter from any obligation hereof, may: Make garion we to do and without notice to or demand upon Grantor and without releasing Grantor rom any congentral mercot, may: Make or do the hame in such manner and to such extent as either may deem necessary to propose the defending performance of bring authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the occurity hereof or the rights or powers of Beneficiary or Trust b; 247, purchase, contest, or compremise any encumbiance, charge or ilen which in the judgment of either appears to be prior or a portor hereto; and in exceeding any each powers, induce the prior is a portor hereto; and in exceeding any each powers, induce the prior is a portor including cost of evidence in the prior is a post of evidence in of title, employ counsel, and pay his reasonable fees.
- .15. Should the property or any part or appurtenance thereof or right of it teres: therein be taken or damaged by reason of any public or grivate improvement, condemnation proceeding, fire, eart quake, or in any other manner, Beneficiary may, at its option, commences appear in and prosecute, in its own norse, any action or proceeding, or make any compromise or settlement, in connection with quent taking or damage, and obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, plan qued igaing or compensation, awaren of other relief therefore All such compensation, awaren, damages, including the proceeds of any policies of insurance affecting the property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including atterney's fees, release any monies so received by it, or apply the same on any indebt doesn secured hereby or apply the same to the restoration of the property, as it may elect. Grantor agrees to execute such further assignments of any comp assison, award, damegen, rights of action and proceeds as Beneficiary or Truptee may require.
- 16. By accepting payment of any sum secured hereby after its due dat . Beneficiary does not waive its right either to require prempt payment when due of all other sums no necured or to declare default for failure so to pay,
- 17. At any time upon written request of Beneficiary, payment of its fees and presentation of this Deed and the note for endoraction of the case of fall rescoveyance, for concollation and retention), without affecting the liability of any person for the payment of most (in case of fall reconveyance, for cancellation and reteation), without affecting the liability of any person for the payment of the indobtedness Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any casement or creating any restriction thereoe; (c) join in any subordination or other agreement affecting this beed or the lien of charge thereof; (d) preferrey without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person of reverse largely entitled thereto", and the recitois therein of any matters or facts shall be conclusive proof of the truthfulness thereof.
- "If The collection of rents, tastion, and profits, or the proceeds of fire and other naurance policies or compensation or awards for languageting or damage of the property and the application or release elected as at readily that not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 19. Upon default by Granter in payment of any indebtedness secured hereby or in performance of any agreement hereunder or by this Deed and sold note ast be eligible for insurance under the National Housing Act within eight (8) months from the date inout this Deed and said note ast be eligible for insurance under the National Housing Act within eight (5) makes from the date of the Secretary of the Light and Urban Development of authorized agent of the Secretary of liquiding and Urban Development dated subsequent to eight (6) months' time from the date of this Deed, decilining to insure said note fitting and Urban Development dated subsequent to eight (6) months' time from the date of this Deed, decilining to insure said note for this Deed, being decided conclusive proof of such ineligibility, or should the commitment of the Lepartment of Housing and office for any reason whatsoever, Beneficiary may deciare all Lepartment conditions the near of Cantin shall be construed. Course organy immediately due and physible. No waiver by Beneficiary of any default on the part of Grantor shall be construed there of any subsequent default hereinder.
- Then default by Grante. A the payment of any indebtedness occur at hereby or in the performance of any agreement contained the property of the to at pending sale gutter any other Deed of Trust or of any action or proceeding in which Granter, Truste or Beneficiary shall be a specia maless such action or preconding is brought by the Truntee.
- lies such action or preceeding in brought by the Truntee, in the state of the state
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