

75969

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

ABLE BONDING CENTER
241 Central Bldg.
Seattle, Washington 98104

INDEXED:	DIR. E
INDIRECT:	E
RECORDED:	
COMPARED:	
MAILED:	

BOOK 50 PAGE 578

STATE OF WASHINGTON / CO. /
COUNTY OF SKAMANIA

THE DRAFT CENTER THAT WAS WRITTEN

INSTRUMENT OF WRITING PAID BY

*McGraw-Hill Construction Co.
or White Salmon Co.*
AT 2:30 AM 16 APR 1973

WAS RECORDED IN BOOK 50

OR 578 AT PAGE 578

RECORDS OF SKAMANIA COUNTY, WASHINGTON

HP road

COMPUTER EDITOR

To McGraw

75969

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 13th day of April 1973, between

JIMMIE L. HOWARD

whose address is Box 343, White Salmon, WA 98672

(number and street)

(city)

(state)

and Able Bonding Center of Seattle, WA, herein called TRUSTEE,

and American Fidelity Fire Insurance Company herein called BENEFICIARY.

Witnesseth: That Trustee IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Skamania County, WA, described as

The Southwest Quarter of the Northeast Quarter of the Southeast Quarter (SW_{1/4}NE_{1/4}SE_{1/4}) of Section 9, Town 13 North, Range 10 E.W.M., EXCEPT that portion thereof lying within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's Bonneville Dam, the Nos. 1 and 2 transmission lines;

TRUSTEE WILL AN ASSIGNMENT OF LEASE over the existing road connecting with County Road No. 105; subject to easements of record, purchased under the terms and conditions set forth in the Survey D. Kalchner and Jimmie L. Howard, both single men.

Together with the appurtenances thereto and the rents, issues and profits thereof, and warranting the title to said premises.

To have and to hold the same unto said Trustee and his successors, upon the trusts hereinafter expressed, namely:

For the purpose of securing payment to the said Beneficiary, of the monies due to and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by the said Beneficiary, in respect of the property hereinabove called the Beneficiary (and as more fully set forth and described in a certain Indemnity Bond Agreement, which agreement is made a part hereof by reference as though herein fully set forth) on account of growing out of, or resulting from the execution of a certain bond on behalf of

in favor of U.S. Fidelity & Deposit Co., D.C.A.

for \$ AND FOR WHICH AMOUNTS and the matters set forth in the said Indemnity Bond Agreement, the presents are security.

Trustor agrees:

(a) To keep said property in good condition and repair, not to remove or demolish any building thereon, to maintain adequate insurance thereon and to pay at least ten days before delinquency all taxes and assessments affecting said property, all encumbrances, charges and liens, with interest, on said property or any part thereof, and all costs, fees and expenses of this Trust.

(b) That upon default of any of the obligations the Beneficiary may collect the rents, issues and profits of said property.

(c) That Beneficiary, or any successor in ownership of any indebtedness or obligation secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trust predecessor, succeed to all its title, estate, powers and duties.

(d) That a certificate signed by the Beneficiary at any time hereafter setting forth that the said bond has been declared forfeited or that a loss, damage, expenditures or liability has been sustained by the Beneficiary on account of the aforesaid Bond, the date or dates and amount or amounts of such loss, damages, expenditures and/or liability, that payment has been demanded of the party or parties on whose behalf the aforesaid Bond was executed, and that such loss, damages, expenditures or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Trustee, and shall be the warrant of the Trustee to proceed forthwith to foreclose and sell upon the security herein, and from the proceeds of sale (after deducting expenses including cost and search of evidence of title) pay to the Beneficiary the amount so certified, including interest at ten per cent per annum from demand to date of payment and attorney's fees. Upon delivery of said Certificate to Trustee, Beneficiary may declare all sums or obligations secured hereby due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be duly filed for record.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of notice of sale hereunder be mailed to him at his address hereinabove set forth.

STATE OF Washington }
COUNTY OF Skamania } ss.

On April 13, 1973 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jimmie L. Howard

known to me to be the person whose name is subscribed to the within instrument, on the day and year above written he executed the same in the presence of

WITNESS my hand and affixed my seal thereto.

(Seal) *Jimmie L. Howard*

Signature of Trustee

Jimmie L. Howard

Apr. 1973

RECEIVED

SKAMANIA COUNTY

AUCTIONEER

STEVENS, WASH.

