

75969

BOOK 57 PAGE 478
STATE OF WASHINGTON
COUNTY OF SRAAMIA

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

ABLE BONDING CENTER
241 Central Bldg.
Seattle, Washington 98104

INDEXED: DIR	E
INDIRECT	E
RECORDED	
COMPARED	
MAILED	

1973 BY CENTURY TRUST AND SYSTEM
INSTRUMENT OF RECORDING FILED IN
OF White Salmon, WA
AT 2:30 April 16 1973
WAS RECORDED IN BOOK 50
OF 776 AT PAGE 478
RECORDS OF SRAAMIA COUNTY, WASH
AP Tras
COUNTY CLERK
E. Meyer

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 19 73, between
JIMMIE L. HOWARD, herein called TRUSTOR,

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 Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Shanania County, WA described as:

The Southeast quarter of the Northeast quarter of the Southeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 9, Township 3 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-Delta No. 1 and 2 transmission lines; TOGETHER WITH an easement and access over the existing road connecting with County Road No. 1095; TOGETHER WITH assessments of record, purchased under Contract No. 10 of March 13, 1972 between Harvey D. Kelchner and Jimmie Lee 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 American Fidelity Fire Insurance Company hereinafter 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 Jimmie L. Howard in favor of United States Bank, U.S.D.C.

for \$ 750.00 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 Trustor 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, expenditure 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, damage, expenditure 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, damage, expenditure or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Trustor, 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 Trustor 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 Trustor 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 } SS.
COUNTY OF Ellikittat
On April 13, 1973 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jimmie L. Howard

Signature of Trustor
Jimmie L. Howard
Jimmie L. Howard

known to me
to be the person whose name is subscribed to the
within instrument and acknowledged that he
executed the same
WITNESSES my hand and seal this 13th day of April 1973
(Seal) D. J. [Signature]
Notary Public in and for Washington and State

