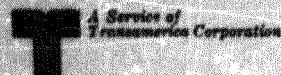


76942

Transamerica Title Insurance Co.



Filed for Record at Request of

Name WASHINGTON STATE EMPLOYEES CREDIT UNION
 Address 520 Union Ave.
 City and State Olympia, Wa. 98501

INDEXED:	RE.
INDIRECT:	10
RECORDED:	
COMPARED:	
MAILED:	

BOOK 50 PAGE 105
 STATE OF WASHINGTON
 REVENUE RECORDS - UNRECORDED USE
 2813

I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING FILED BY
Robert J. Salasano
(officer) Transamerica Title
At 10:40 a.m. Dec 19, 1973
 WAS RECORDED IN BOOK 50
or entry AT PAGE 105-1
 RECORDS OF SKAMANIA COUNTY, WASH.
H.P. Gold
COUNTY AUDITOR
J. Pearce
 DEPUTY

Deed of Trust 76942

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 4th day of December 1973, between
 STANLEY E. KELLY, a single man

whose address is Rt 10 Box 87
 TRANSAMERICA TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is
 720 Second Avenue, Seattle, Washington, a.d.

WASHINGTON STATE EMPLOYEES CREDIT UNION BENEFICIARY,

whose address is 520 Union Ave. Olympia, Wa. 98501

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the
 following described real property in Skamania County, Washington:
 The Following described real property located in Skamania County, State of Washington
 to-wit:

Beginning at a point on the southerly line of the Evergreen highway which is
 south 81° east 150 feet from a point which is south 1,257 feet and west 38.93
 feet from the northeast corner of Section 21, Township 2 North, Range 7 E. W.
2 miles north of town of North Bonneville, Washington
2 miles south of town of North Bonneville, Washington
 M.; thence south 81° east along said highway 200 feet; thence south 09° west 100
 feet; thence North 81° west 200 feet; thence north 09° east 100 feet to the
 point of beginning; said tract being designated as Lots 3, 4, 5 and 6 of
 Block Two of the unrecorded plat of the Town of North Bonneville, Washington
 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.



which real property is not used principally for agricultural or farming purposes, together with all the ten-
 ements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise app-
 taining, 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 ~~TWELVE THOUSAND FOUR HUNDRED FIFTY-TEN~~ ¹⁰⁰ AND ~~.39~~ Dollars (\$12,452.39...)
 with interest, in accordance with the tenor of a promissory note of even date herewith, payable to Bene-
 ficiary 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 security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all 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 he 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 applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance 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 herein or the rights or powers of Beneficiary or Trustees, 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 Trustees incurred in enforcing the obligation secured hereby and Trustees' 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 as may be necessary to fully satisfy the obligation secured hereby, 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 pay.

3. The Trustee 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, 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 the 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 required thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers 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, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the public 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, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Stanley K. Kelly *Bob Bert*
GRANTOR **WASHINGTON STATE EMPLOYEES CREDIT UNION** *By Bob Bert*
BENEFICIARY

STATE OF WASHINGTON
COUNTY OF Thurston

On this day personally appeared before me
STANLEY K. KELLY, a single man

as known to be the individual described in and who executed the within and foregoing instrument,
and doth acknowledge that he signed the same
frequent voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

Douglas Garrett
Notary Public in and for the State of Washington,
residing at *Longview*.

REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when note has been paid.

TO TRUSTEE:

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. I note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied and that no further note, quitclaim, and discharge, or payment to you, or any third party, or cancellation of the same, is required to cancel said indebtedness mentioned, and all other indebtedness of the Grantor to the Trustee, and that the same is fully satisfied and discharged with the Deed of Trust, and to reconvey without necessity of any further instrument by the Trustee, and I have a copy of the Deed of Trust which is held by you thereunder.

Dated 17 7 1985

Douglas Garrett
Notary Public in and for the State of Washington,
residing at *Longview*.