

77514

Title Number - 6577

BOOK 51 PAGE 581 #29411-0


**SAFECO TITLE INSURANCE COMPANY**  
 1109 SECOND AVENUE • SEATTLE, WASHINGTON 98101 • 623-0470

Filed for Record at Request of

Name Coast Mortgage CompanyAddress 1312 Main StreetCity and State Vancouver, WA 98660

|               |   |
|---------------|---|
| REGISTERED    | P |
| INDEXED: DIR. | P |
| INDIRECT      | P |
| RECORDED      |   |
| COMPARED      |   |
| MAILED        |   |

STATE OF WASHINGTON  
 COUNTY OF SKAGAMIA  
 I HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT OF WRITING, FILED BY  
Robert J. Adelson  
OF Stevenson, Wash  
AT 1:00 P. M. MAY 19, 1974  
 WAS RECORDED IN BOOK 51  
 OF mtg AT PAGE 581  
 RECORDS OF SKAGAMIA COUNTY, WASH.  
H.P. Todd  
 COUNTY AUDITOR  
P. Paterson  
 DEPUTY

77514

## Deed of Trust

THIS DEED OF TRUST, made this 1st day of May, 19 74, between  
BATLEY CONSTRUCTION CORPORATION a Washington Corporation, Grantor,  
 whose address is P.O. Box 5, Stevenson, WA 98648  
SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 1109 Second Avenue, Seattle, Washington 98101,  
 and  
COAST MORTGAGE COMPANY a Washington Corporation, Beneficiary,  
 whose address is 2911 Second Avenue, Seattle, WA 98121  
 WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property  
 in Skamania County, Washington:

A tract of land located in the Southwest Quarter of the Northwest Quarter  
 (SW $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 21, Township 3 North, Range 8 E. W. M., described as  
 follows:

Beginning at a point 60 rods and 10-2/3 feet east and 101 rods and 13-1/2  
 feet north of the southwest corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the said Sec-  
 tion 21; thence east 184.3 feet; thence north 209 feet to the initial point  
 of the tract hereby described; thence north 92 feet; thence east 144 feet  
 to the east line of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said Section 21; thence south  
 along said east line 92 feet to a point east of the initial point; thence  
 west 144 feet to the initial point.



which real property is not used principally for agricultural or farming purposes, together with all the tenements, improvements, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, 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

Eighteen thousand and three hundred and no/100 dollars (\$ 18,300.00)

with interest, in accordance with the terms of any note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and assignments hereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, with interest thereon at such rate as shall be agreed upon.

To protect the security of the above, 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, and to restore promptly any building, structure or improvement thereof 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 lawful 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 be 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 hereof or the rights or powers of Beneficiary or Trustee, 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 Trustee in enforcing the obligation secured hereby and Trustee's 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 by this Deed of Trust.

1. IS MUTUALLY AGREED THAT:

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1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the debt on such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to the obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to return to the mortgagor when due of all sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person or persons, at written request of the Trustor and the Beneficiary or 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, (as amended), 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 or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

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 acquired thereafter. Trustee's deed shall recite 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 purchasers 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; hereafter 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 mortgage 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 or 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

BAILEY CONSTRUCTION CORPORATION

BY: James C. Bailey  
James C. Bailey, President

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_

On this day personally appeared before me  
to me known to be the individual described in and  
witnessed the within and foregoing instrument,  
and acknowledged that \_\_\_\_\_ signed the  
same as \_\_\_\_\_ free and voluntary act  
and deed, for the uses and purposes therein men-  
tioned.

GIVEN under my hand and official seal this  
day of \_\_\_\_\_, 19\_\_\_\_

Notary Public in and for the State of Washington  
residing at \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1971, before me, the undersigned, a  
Notary Public in and for the State of Washington, duly commissioned and sworn,  
personally appeared \_\_\_\_\_  
and \_\_\_\_\_  
to me known to be the \_\_\_\_\_ President of  
respectively of \_\_\_\_\_ Bailey Construction Corporation,  
the corporation that executed the foregoing instrument, and acknowledged the  
said instrument to be the free and voluntary act and deed of said corporation for  
the uses and purposes therein mentioned and on oath stated that  
\_\_\_\_\_ he was authorized to execute the said instrument  
and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and date  
above written.  
Walter D. Robinson  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

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, said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust; and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you then under.

Dated \_\_\_\_\_, 19\_\_\_\_

Mail reconveyance to \_\_\_\_\_