



SAFECO TITLE INSURANCE COMPANY
100 SECOND AVENUE • SEATTLE, WASHINGTON 98101 • (206) 467-0

Filed for Record at Request of

Name Klickitat Valley Bank

Address Box 307

City and State White Salmon, Washington

RECORDED FOR THE USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY

*Klickitat Valley Bank
of White Salmon, Wash.
AT 3:30 P.M. March 25, 1976*

WAS RECORDED IN BOOK 53

OF Trust AT PAGE 195

RECORDS OF SKAMANIA COUNTY, WASH.

S. L. Heimann

RECORDS CLERK, CLERK'S OFFICE

S. L. Heimann

81914

SEARCHED	INDEXED
SERIALIZED	FILED
RECORDED	
CONCURRED	
APR 1 1976	

Deed of Trust

THIS DEED OF TRUST made 17 day of March 1976 between Pat L. Martin and Marie E. Martin

Box 1073 White Salmon, Washington 98672, Grantor,

and SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 1109 Second Avenue, Seattle, Washington 98101, Klickitat Valley Bank

whereas Box 307 White Salmon, Washington 98672, Beneficiary.

WITNESSETH Grantor hereby conveys, sells and delivers to Beneficiary in Trust, with power of sale, the following described real property Skamania County, Washington:

Lot 1 of Block 2 of Underwood Cres. Addition according to the official plat thereof on file and of record at page 154 of Book A of Plats, records of Skamania County, Washington; EXCEPT that portion thereof described as follows: Beginning at the southwest corner of the said Lot 1; thence north $00^{\circ} 10' 16''$ east along the westerly line of said lot 189.49 feet; thence north $80^{\circ} 30'$ east 220.84 feet to a point on the easterly line of the said Lot 1; thence following the easterly line of the said Lot 1 southwesterly to the southeast corner of the said Lot 1; thence south $82^{\circ} 43' 12''$ west 67.9 feet to the point of beginning.

which real property is set out principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereto belonging or in any way appurtenant, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of greater force contained, and payment of the sum of

Forty one thousand \$., no/100— Dollars is **\$41,000.00** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be at any time or times by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate or rates 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 perform all acts therefor, to complete any building, structure or improvement being built or about to be built thereon, to restore promptly any building, structure or improvement therein 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 due/demand all lawful taxes and assessments upon the property, to keep the property free and clear of all other charges, liens or encumbrances impinging the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein constructed of a material 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 liability claim heretofore accrued in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceeds/agree 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 law foreclose 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 actually incurred, as provided by statute.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the trustee incurred in enacting 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 premium, fees, 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 mentioned hereby, shall be added to and become a part of the debt secured by 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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied in 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 so pay.

3. The Trustee shall recover 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, 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. If 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 the 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 the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which record shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers *in* 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, or a trustee under this Deed of Trust to be foreclosed as a mortgagee.

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 no, more 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.



STATE OF WASHINGTON
COUNTY OF Klickitat

On the day personally appeared before me Pat L. and Marie E. Martin to the above named, who acknowledged to me that they were the maker of and who received the within instrument of indebtedness, and acknowledged that they signed the same freely and voluntarily and as aforesaid, for the purpose therein mentioned.

I, the undersigned, a Notary Public and official seal this 1st day of March, 1976.

Notary Public and for the State of Washington
residing at White Salmon

STATE OF WASHINGTON
COUNTY OF

On the day personally appeared before me Notary Public in and for the State of Washington, who acknowledged to me that

they were the maker of and received the within instrument of indebtedness, and acknowledged that they signed the same freely and voluntarily and as aforesaid, for the purpose therein mentioned.

I, the undersigned, a Notary Public and official seal this 1st day of March, 1976.

Witness my hand and official seal having affixed the day and year first above written.

Notary Public 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 THE 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 the Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed, on payment *in full* of any sum owing to or under the terms of and Deed of Trust, to cancel and note above mentioned, and all other evidence 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 person designated in the terms of said Deed of Trust, all the estate now held by you hereunder.

Dated _____ 19_____

Mail to: _____ and to: _____