

82366



Pioneer National
Title Insurance Company
WASHINGTON TITLE DIVISION

Filed for Record at Request of

Name Klickitat Valley BankAddress Box 307City and State White Salmon, Wa. 98672

PNTL File No.

INDEXED	DIR.
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RECORDED	
COMPARED	
SALES	

BOOK 53 PAGE 317

STATE OF WASHINGTON COUNTY OF SKAMANIA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT OF WRITING, FILED BY	
<u>Klickitat Valley Bank</u>	
<u>White Salmon, Wa.</u>	
<u>1200</u> <u>4-17</u> <u>1976</u>	
RECORDED IN BOOK <u>53</u>	
AT PAGE <u>317</u>	
WORDS OF SKAMANIA COUNTY, WASH.	
<u>Not a valid</u>	
COUNTY AUDITOR	
<u>E. W. W. W.</u>	

DEED OF TRUST

82366

THIS DEED OF TRUST, made this 7th day of June

1976

between Allen L. and Margie L. Warren

, Grantor,

whose address is 1.30 L Kollock-Knapp Road, Underwood, Washington 98651

PIONEER NATIONAL TITLE INSURANCE COMPANY, a corporation, Trustee, whose address is

Goldendale, Wa.

, and Klickitat Valley Bank

Beneficiary whose address is Box 307, White Salmon, Wa. 98672

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 Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 20, Township 3 North, Range 10 E.W.M. described as follows:

Beginning at the southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 20; thence west along said section line 16 rods; thence north 40 rods, more or less, to the north line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 20; thence east 8 rods; thence north 40 rods, more or less, to the north line of the SE $\frac{1}{4}$ or the SW $\frac{1}{4}$ of the said Section 20, said point being the initial point of the tract hereby described; thence east 132 feet, more or less, along said north line to the northwest corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 20; thence south along the west line of said subdivision to intersection with the center line of County Road No. 3130 designated as the Kollock-Knapp Road; thence in a northwesterly direction following the center line of said road to a point South of the initial point; thence north to the initial point.

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

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

thirteen thousand seven hundred for dollars and 63/100

Dollars (\$13,704.63) in 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 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 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 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 hazard 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 reference to policies then in force shall pass to the purchaser of the foreclosed realty.

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, at any such action or proceeding, and in any suit brought by Beneficiary to enforce 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 incurred in enforcing the obligations 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 heretofore 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 thereof 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 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. 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 sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligations 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 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 recital shall be prima facie evidence of such compliance and satisfaction and done thereof in favor of bona fide purchasers and encumbrances 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 available remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event, of the death, incapacity or 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 of out obligated to notify any party in writing 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, 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

STATE OF WASHINGTON
COUNTY OF _____

On this day, personally appeared before me

Allen L. & Margie L. Warren

On this day of _____, 1976, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

to me known to be the individual described in and who executed the within foregoing instrument, and they acknowledged that _____ signed the same as

and _____
to me known to be the _____ President and _____ Secretary respectively, of _____

their free and voluntary act and deed, for the uses and purposes therein mentioned.

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 _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this
7th day of June 1976

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

Betty D. Murren
Notary Public in and for the State of
Washington, residing at White Salmon

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.

I, _____, the legal owner and holder of the note, and all other indebtedness secured by the within Deed of Trust, said note, and all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested to cancel and pay to you any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned and to deliver to you the original Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____ 1976

Mail reconveyance to _____