

## DEED OF TRUST

The Grantor(s) Joseph C. Turcotte and Janell M. Turcotte

herein called "Grantor" does hereby irrevocably grant, sell, bargain, and convey to the Trustee hereinafter designated, as Trustee in trust for PACIFIC FIRST FEDERAL SAVINGS and LOAN ASSOCIATION, a corporation, as beneficiary, with power of sale, the real property hereinafter described and all interest or estate therein which the Grantor has or may hereafter acquire, together with all buildings, improvements, fixtures, or appurtenances, including all building materials and equipment now or hereafter delivered to said premises and intended to be erected thereon or placed therein, and all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled units, to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, and screens, window shades, storm doors, storm windows, attached floor coverings, screen doors, awnings, built-in stoves, refrigerators, disposals, trash compactors and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate), together with all rents, issues and profits of said premises, subject to the right, power and authority hereinafter given to and conferred upon the beneficiary to collect and apply such rents and profits.

This DEED OF TRUST is given to secure the payment of all loans and advances, if any, as may be made to the Grantor or others having an interest in the property described herein as evidenced by a note or notes.

## DESCRIPTION OF PROPERTY:

SEE ATTACHED LEGAL DESCRIPTION.

STATE OF OREGON: The above described property is not currently used for agricultural, timber or grazing purposes.

STATE OF WASHINGTON: The above described property is not used principally for agricultural or farming purposes.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST THE GRANTOR AGREES THAT: (1) All buildings now or hereafter erected on the property described herein shall be continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust or, at the option of the beneficiary, in such greater or lesser amount as shall be reasonably necessary to preserve the security interest of the beneficiary. (2) All hazard insurance policies shall be in such companies as the beneficiary may approve with loss payable first to the beneficiary as its interest may appear and then to the grantor. Physical possession of the policy is at the option of the beneficiary. (3) The beneficiary, at its option, shall have the authority to act as the grantor's agent to settle and adjust any loss under hazard insurance, and, also at its option, may require that all insurance payments for such loss, over and above the reasonable expense, if any, of procuring the same, be applied to the extent necessary for the restoration of the improvements to their condition prior to the loss. (4) In the event of foreclosure all rights of the grantor in all policies in force shall pass to the beneficiary. (5) If this is a construction loan, the grantor will complete all construction financed hereby within nine months from date of this instrument. (6) The buildings now on or hereafter erected on the premises shall be kept in good repair, not altered, extended, removed or demolished without written consent of the beneficiary. (7) The grantor will pay when due any obligation which may be or may become a lien against the within described premises. (8) At the option of the beneficiary the grantor will pay, in the manner prescribed below, all insurance premiums, taxes, assessments and other public charges levied, assessed or charged against the within described property. (9) The grantor will pay to the beneficiary on or before the dates installments of principal and interest are due, an amount estimated by the beneficiary to be equal to 1 1/2 of the yearly charges for all insurance, premiums, taxes, assessments and other public charges levied, assessed, or charged against the within described property. These funds shall be accumulated by the beneficiary for the purpose of paying said charges. (10) The beneficiary is hereby authorized and directed to use monies collected under the provisions of item 9 for the payment of taxes, assessments, insurance premiums or other charges which may be paid, in such amounts as are shown by its own records, by billing statements issued by the proper authorities, or on the basis of any other information received by the beneficiary. The beneficiary has the right to pay annual real estate taxes in full as soon as the amount thereof is determined, notwithstanding the fact that the taxes may be paid in installments. (11) It is understood that the loan secured by this Deed of Trust is personal to the grantor or to any successor in interest approved by the beneficiary and that the grantor's personal responsibility and control of the real property encumbered by this Deed of Trust is a material incurrence to the beneficiary to make the loan, to title to or control of the property shall pass from the grantor or the successor in interest by deed or otherwise, or the property shall be sold on contract, irrespective of whether such change in title or control affects the risk of the beneficiary, the beneficiary may declare the unpaid balance immediately due and payable or, at its sole option, may consent to the change in title or control and may increase the interest rate of the loan not to exceed 3 percent per annum; however, in no event shall the effective interest rate exceed the rate permitted by law. Such increase in interest rate shall entitle the beneficiary to increase monthly payments on the loan so as to retire the obligation within the original stipulated time or, any longer term permitted by law or regulation. As a further condition to the beneficiary giving its consent to change in title to the property, it may require such information concerning the purchaser as it would ordinarily require of a new loan applicant and shall be paid a service charge as fixed and determined by the beneficiary, not in excess of one per cent of the amount of the original note or notes. At the option of the beneficiary, the service charge may be added to the principal balance of the indebtedness. (12) In case of default in the payment of any installment of the debt or a breach of any agreement herein or contained in the application for loan executed by the grantor, the entire debt hereby secured shall, at the option of the beneficiary, become immediately due without notice and this Deed of Trust may be foreclosed in the manner herein provided or in any other manner provided by law as the beneficiary may elect, subject only to such reinstatement rights as may be provided by law. (13) Upon bringing an action to foreclose this Deed of Trust, the beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security of the indebtedness hereby secured, enter upon and take possession of the property or any part thereof and in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, to the indebtedness secured hereby. (14) The entering upon and taking possession of the property, the collection of rents, issues and profits, or the proceeds of fire and other insurance policies or compensations or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. (15) The grantor will pay the cost of evidencing title and costs, disbursements and attorney's fees actually incurred in any suit which the beneficiary defends or prosecutes to protect the lien hereof or to foreclose this Deed of Trust, which sums shall be secured hereby. IT IS MUTUALLY AGREED THAT: (16) After default and during such period of time prior to the time and date set by the trustee for the trustee's sale as may be prescribed by law, this Deed of Trust and the obligation secured hereby may be reinstated by the grantor or other person then privileged by law to reinstate, in the manner prescribed by law. (17) The trustee may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and thereafter may further postpone the sale from time to time by public announcement at the time and place fixed by the preceding postponement, for periods of time and for a total period of time not exceeding that permitted by law. (18) Any person, including the grantor, trustee, or beneficiary, may purchase at the sale unless prohibited by law. After deducting all costs, fees, and expenses of the trustee and of this trust, including cost of title evidence and reasonable trustee's and attorney's fees actually incurred in connection with sale to the extent permitted by law, the trustee shall apply the proceeds of sale to the payment of all sums extended under the terms hereof not then repaid, with accrued interest at the rate provided on the principal debt, and all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto. (19) For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors or to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written

(Continued, other side)

82684

Joseph C. Turcotte and Janell M. Turcotte  
**DEED OF TRUST**

Loan # 14-1-130398-6

Skamania County Title Insurance Co.  
#7370

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF MORTGAGE FILED BY

2-23-1976  
OF Skamania Co.

AT 11:50 A. M. 8-12-1976

WAS RECORDED IN BOOK 53

OF 2167 AT 9:35 A.M.

IN THE COUNTY OF SKAMANIA

WITNESSES  
J. M. Turcotte

NOTARY AUDITOR  
E. M. Turcotte

|                 |             |
|-----------------|-------------|
| REGISTERED      | FILED       |
| INDEXED: DIR. 8 | INDEXED: 8  |
| RECORDED: 8     | COMPARED: 8 |

Mail To  
Pacific First Federal Savings  
and Loan Association  
P. O. Box 149  
Vancouver, WA 98660

Instrument executed by the beneficiary, containing reference to this Deed of Trust and its place of record, which, when recorded in the Office of the County Clerk or Recorder of the County or Counties in which the property is situated, shall be conclusive proof of proper appointment as provided by law. 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 the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee. (21) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledges, of the note secured hereby, whether or not named as a beneficiary herein.

Larry O. Klossner and Irwin C. Landerholm are designated trustees, each to act alone with the powers granted herein, including the powers to reconvey and foreclose.  
Original debt secured hereby is evidenced by a note or notes of even date in the sum of \$ 30,000.00  
Payable on or before \_\_\_\_\_  
This Deed of Trust made August 10, 1976

Joseph C. Turcotte

Janell M. Turcotte

**INDIVIDUAL ACKNOWLEDGEMENT**

State of Washington  
County of Clark

ss. August 18, 1976

to me known to be the individual(s) described in and who executed the foregoing instrument, on this day personally appeared before me and acknowledged that said instrument was executed as a free and voluntary act and deed for the use and purposes therein expressed, IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day of this instrument above written.

Notary Public for the State of Washington  
Residing at Vancouver

My commission expires \_\_\_\_\_

**DO NOT RECORD  
REQUEST FOR FULL RECONVEYANCE**  
To be used only when note has been paid.



The beneficiary named in the foregoing Deed of Trust hereby declares that: (1) It is the legal owner and holder of the total indebtedness evidenced by note(s) attached hereto secured by said Deed of Trust(s) said indebtedness has been fully paid. You are hereby authorized and directed to: (1) without warranty, reconvey the Estate now held by you to the parties designated in said Deed of Trust (2) record the reconveyance (3) deliver to the beneficiary (a) the attached evidence of indebtedness (b) the recorded Deed of Trust (c) the recorded reconveyance.



**DESCRIPTION OF PROPERTY:**

**SEE ATTACHED LEGAL DESCRIPTION**

**STATE OF OREGON:** The above described property is not currently used for agricultural, timber or grazing purposes.

**STATE OF WASHINGTON:** The above described property is not used principally for agricultural or farming purposes.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST THE GRANTOR AGREES THAT:** (1) All buildings now or hereafter erected on the property described herein shall be continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust or, at the option of the beneficiary, in such greater or lesser amount as shall be reasonably necessary to preserve the security interest of the beneficiary. (2) All hazard insurance policies shall be in such companies as the beneficiary may approve with loss payable first to the beneficiary as its interest may appear and then to the grantor. Physical possession of the policy is at the option of the beneficiary. (3) The beneficiary, at its option, shall have the authority to act as the grantor's agent to settle and adjust any loss under hazard insurance, and, also at its option, may require that all insurance payments for such loss, over and above the reasonable expense, if any, of procuring the same, be applied to the extent necessary for the restoration of the improvements to their condition prior to the loss. (4) In the event of foreclosure all rights of the grantor in all policies in force shall pass to the beneficiary. (5) If this is a construction loan, the grantor will complete all construction financed hereby within nine months from date of this instrument. (6) The buildings now on or hereafter erected on the premises shall be kept in good repair, not altered, extended, removed or demolished without written consent of the beneficiary. (7) The grantor will pay when due any obligations which may be or may become a lien against the within described premises. (8) At the option of the beneficiary the grantor will pay, in the manner prescribed below, all insurance premiums, taxes, assessments and other public charges levied, assessed or charged against the within described property. (9) The grantor will pay to the beneficiary on or before the dates installments of principal and interest are due, an amount estimated by the beneficiary to be equal to 1/12 of the yearly charges for all insurance premiums, taxes, assessments and other public charges levied, assessed, or charged against the within described property. These funds shall be accumulated by the beneficiary for the purpose of paying said charges. (10) The beneficiary is hereby authorized and directed to use monies collected under the provisions of item 9 for the payment of taxes, assessments, insurance premiums or other charges which may be paid, in such amounts as are shown by its own records, by billing statements issued by the proper authorities, or on the basis of any other information received by the beneficiary. The beneficiary has the right to pay annual real estate taxes in full as soon as the amount thereof is determined, notwithstanding the fact that the taxes may be paid in installments. (11) It is understood that the loan secured by this Deed of Trust is personal to the grantor or to any successor in interest approved by the beneficiary and that the grantor's personal responsibility and control of the real property encumbered by this Deed of Trust is a material inducement to the beneficiary to make the loan. If title to or control of the property shall pass from the grantor or the successor in interest by deed or otherwise, or the property shall be sold or contract, irrespective of whether such change in title or control affects the risk of the beneficiary, the beneficiary may declare the unpaid balance immediately due and payable or, at its sole option, may consent to the change in title or control and may increase the interest rate of the loan not to exceed two percent per annum; however, in no event shall the effective interest rate exceed the rate permitted by law. Such increase in interest rate shall entitle the beneficiary to increase monthly payments on the loan, so as to retire the obligation within the original stipulated time or any longer term permitted by law or regulation. As a further condition to the beneficiary giving its consent to change in title to the property, it may require such information concerning the purchaser as it would ordinarily require of a new loan applicant and shall be paid a service charge as fixed and determined by the beneficiary, not in excess of one percent of the amount of the unpaid balance or notes. At the option of the beneficiary, the service charge may be added to the principal balance of the indebtedness. (12) In case of default in the payment of any installment of the debt or a breach of any agreement herein or contained in the application for loan executed by the grantor, the entire debt hereby secured shall, at the option of the beneficiary, become immediately due without notice and this Deed of Trust may be foreclosed in the manner herein provided or in any other manner provided by law as the beneficiary may elect, subject only to such reinstatement rights as may be provided by law. (13) Upon bringing an action to foreclose this Deed of Trust, the beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security of the indebtedness hereby secured, enter upon and take possession of the property or any part thereof and in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, to reduce the indebtedness secured hereby. (14) The entering upon and taking possession of the property, the collection of rents, issues and profits, of the proceeds of fire and other insurance policies or compensations or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. (15) The grantor will pay the cost of evidencing title and costs, disbursements and attorney's fees actually incurred in any suit which the beneficiary defends or prosecutes to protect the lien hereof or to foreclose this Deed of Trust, which sums shall be secured hereby. **IT IS MUTUALLY AGREED THAT:** (16) After default and during such period of time prior to the time and date set by the trustee for the trustee's sale as may be prescribed by law, this Deed of Trust and the obligation secured hereby may be reinstated by the grantor or other person then privileged by law to reinstate, in the manner prescribed by law. (17) The trustee may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and thereafter may further postpone the sale from time to time by public announcement at the time and place fixed by the preceding postponement, for periods of time and for a total period of time not exceeding that permitted by law. (18) Any person, including the grantor, trustee, or beneficiary, may purchase at the sale unless prohibited by law. After deducting all costs, fees, and expenses of the trustee and of this trust, including cost of title evidence and reasonable trustee's and attorney's fees actually incurred in connection with sale to the extent permitted by law, the trustee shall apply the proceeds of sale to the payment of all sums expended under the terms hereof not then repaid, with accrued interest at the rate provided on the principal debt, and all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto. (19) For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written

(Continued, other side)

L-108 10773

The following described real property located in Skamania County, State of Washington, to-wit:

A tract of land located in the Northwest Quarter of the Southwest Quarter (NW¼ SW¼) of Section 18, Township 2 North, Range 5 East, W. M., described as follows:

Beginning at the southwest corner of the NW¼ of the SW¼ of the said Section 18; thence east along the south line of said subdivision 100 feet, more or less, to intersection with the center line of an existing road designated as County Road No. 11; thence following the center line of said road in a northerly direction 700 feet, more or less, to its intersection with the west line of said Section 18; thence south to the point of beginning, EXCEPT the south 354 feet thereof.

14-1-130398-b

82684  
Joseph C. Turcotte and Jr  
Turcotte  
**DEED OF TRUST**

Loan # 14-1-130398-6

Skamania County Title Inst  
#7370

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THIS

INSTRUMENT OF WRITING, FILED IN

OF Skamania County

AT 11:50 A. M. 8-12-76

THIS RECORD IS IN BOOK 53

OF 2172 AT PAGE 15

RECORDS OF THE COUNTY

Ellen M. Turcotte

E. Turcotte

|            |            |
|------------|------------|
| REGISTERED | <u>E</u>   |
| INDEXED    | <u>DIR</u> |
| RECORDED   | <u>1</u>   |
| COMPARED   |            |

Mail To  
Pacific First Federal Savin  
g and Loan Association  
P. O. Box 145  
Vancouver, WA 98660

Instrument executed by the beneficiary, containing reference to this Deed of Trust and its place of record, which, when recorded in the Office of the County Clerk or Recorder of the County or Counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee, (20) The trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. 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 the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee, (21) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein.

Designated Trustee Larry O. Klossner and Irwin C. Lunderholm are designated trustees, each to act alone with the powers granted herein, including the powers to reconvey and foreclose.

Original debt secured hereby is evidenced by a note or notes of even date in the sum of \$ 30,000.00

Payable on or before

This Deed of Trust made August 18, 1976

Joseph C. Turcotte  
Joseph C. Turcotte

Janell M. Turcotte  
Janell M. Turcotte

#### INDIVIDUAL ACKNOWLEDGEMENT

State of Washington

County of Clark

SS.

August 18,

76

to me known to be the individual(s) described in and who executed the foregoing instrument, on this day personally appeared before me and acknowledged that said instrument was executed as a free and voluntary act and deed for the use and purposes therein expressed, IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day of this instrument above written.

Notary Public for the State of Washington  
Residing at Vancouver

My commission expires

**DO NOT RECORD  
REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid.

To

Trustee

The beneficiary named in the foregoing Deed of Trust hereby declares that (1) it is the 1st owner and holder of the total indebtedness evidenced by note(s) attached hereto secured by said Deed of Trust(s) said indebtedness has been fully paid. You are hereby authorized and directed to: (1) without warranty, reconvey the Estate now held by you to the parties designated in said Deed of Trust (2) record the reconveyance (3) deliver to the beneficiary (a) the attached evidence of indebtedness (b) the recorded Deed of Trust (c) the recorded reconveyance.

PACIFIC FIRST FEDERAL SAVINGS and LOAN ASSOCIATION, Beneficiary

Dated:

By

Asst. Vice President

By

Asst. Secretary



herein called "Grantor" does hereby irrevocably grant, sell, bargain, and convey to the Trustee hereinafter designated, as Trustee in trust for PACIFIC FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, as beneficiary, with power of sale, the real property hereinafter described and all interest or estate therein which the Grantor has or may hereafter acquire, together with all buildings, improvements, fixtures, or appurtenances, including all building materials and equipment now or hereafter delivered to said premises and intended to be erected thereon or placed therein, and all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled units, to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, and screens, window shades, storm doors, storm windows, attached floor coverings, screen doors, awnings, built-in stoves, refrigerators, disposals, trash compactors and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate), together with all rents, issues and profits of said premises, subject to the right, power and authority hereinafter given to and conferred upon the beneficiary to collect and apply such rents and profits.

This DEED OF TRUST is given to secure the payment of all loans and advances, if any, as may be made to the Grantor or others having an interest in the property described herein as evidenced by a note or notes.

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SEE ATTACHED LEGAL DESCRIPTION

STATE OF OREGON: The above described property is not currently used for agricultural, timber or grazing purposes.

STATE OF WASHINGTON: The above described property is not used principally for agricultural or farming purposes.

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(3) The beneficiary, at its option, shall have the authority to act as the grantor's agent to settle and adjust any loss under hazard insurance, and, also at its option, may require that all insurance payments for such loss, over and above the reasonable expense, if any, of procuring the same, be applied to the extent necessary for the restoration of the improvements to their condition prior to the loss. (4) In the event of foreclosure all rights of the grantor in all policies in force shall pass to the beneficiary. (5) If this is a construction loan, the grantor will complete all construction financed hereby within nine months from date of this instrument. (6) The buildings now on or hereafter erected on the premises shall be kept in good repair, not altered, extended, removed or demolished without written consent of the beneficiary. (7) The grantor will pay when due any obligations which may be or may become a lien against the within described premises. 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(10) The beneficiary is hereby authorized and directed to use monies collected under the provisions of item 9 for the payment of taxes, assessments, insurance premiums or other charges which may be paid, in such amounts as are shown by its own records, by billing statements issued by the proper authorities, or on the basis of any other information received by the beneficiary. The beneficiary has the right to pay annual real estate taxes in full as soon as the amount thereof is determined, notwithstanding the fact that the taxes may be paid in installments. (11) It is understood that the loan secured by this Deed of Trust is personal to the grantor or to any successor in interest approved by the beneficiary and that the grantor's personal responsibility, and control of the real property encumbered by this Deed of Trust is a material inducement to the beneficiary to make the loan, if title to or control of the property shall pass from the grantor or the successor in interest by deed or otherwise, or the property shall be sold or contract, irrespective of whether such change in title or control affects the risk of the beneficiary, the beneficiary may declare the unpaid balance immediately due and payable or, at its sole option, may consent to the change in title or control and may increase the interest rate of the loan not to exceed two per cent per annum however, in no event shall the effective interest rate exceed the rate permitted by law. Such increase in interest rate shall entitle the beneficiary to increase monthly payments on the loan so as to retire the obligation within the original stipulated time or any longer term permitted by law or regulation. As a further condition to the beneficiary giving its consent to change in title to the property, it may require such information concerning the purchaser as it would ordinarily require of a new loan applicant and shall be paid a service charge as fixed and determined by the beneficiary, not in excess of one per cent of the amount of the original note or notes. At the option of the beneficiary, the service charge may be added to the principal balance of the indebtedness. 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(13) Upon bringing an action to foreclose this Deed of Trust, the beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security of the indebtedness hereby secured, enter upon and take possession of the property or any part thereof and in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including, reasonable attorney's fees, to reduce the indebtedness secured hereby. (14) The entering upon and taking possession of the property, the collection of the rents, issues and profits, or the proceeds of fire and other insurance policies or compensations or awards for any taking or damage of any property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. (15) The grantor will pay the cost of evidencing title and costs, disbursements and attorney's fees actually incurred in any suit which the beneficiary defends or prosecutes to protect the lien hereof or to foreclose this Deed of Trust, which sums shall be secured hereby. 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After deducting all costs, fees, and expenses of the trustee and of this trust, including cost of title evidence and reasonable trustee's and attorney's fees actually incurred in connection with sale to the extent permitted by law, the trustee shall apply the proceeds of sale to the payment of all sums expended under the terms hereof not then repaid, with accrued interest at the rate provided on the principal debt, and all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto. (19) For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein or in any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written

(Continued, other side)

L-108 10/75

The following described real property located in Skamania County, State of Washington, to-wit:

A tract of land located in the Northwest Quarter of the Southwest Quarter (NW; SW) of Section 18, Township 2 North, Range 5 East, W. M., described as follows:

and also said Section

82684

Joseph C. Turcotte and Janell M.  
Turcotte

## DEED OF TRUST

Loan # 14-1-130398-6

Skamania County Title Insurance Co.  
#7370STATE OF WASHINGTON,  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF RECORDS, FILED BY

R. J. Salas

OF Skamania Co.

AT 11:50 A. M. 8. 19. 1976

WAS RECORDED IN BOOK 53

PAGE 2479 AT PAGE 501

RECORDS - SKAMANIA COUNTY, WASH.

E. J. Mott

COUNTY AUDITOR

E. J. Mott

|                 |
|-----------------|
| REGISTERED      |
| INDEXED: DIR. & |
| INDIRECT: &     |
| RECORDED:       |
| COMPARED        |

Mail To  
Pacific First Federal Savings  
and Loan Association  
P. O. Box 715  
Vancouver, WA 98660

Instrument executed by the beneficiary, containing reference to this Deed of Trust and its place of record, which, when recorded in the Office of the County Clerk or Recorder of the County or Counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee. (20) The trustee accepts this it . . . when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. 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 the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee. (21) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein.

Designated Trustees, Larry O. Klossner and Irwin C. Landerholm are designated trustees, each to act alone with the powers granted herein, including the powers to reconvey and foreclose.

Original debt secured hereby is evidenced by a note or notes of even date in the sum of \$ 30,000.00

Payable on or before \_\_\_\_\_

This Deed of Trust made August 10, 1976

Joseph C. Turcotte  
Joseph C. Turcotte

Janell M. Turcotte  
Janell M. Turcotte

## INDIVIDUAL ACKNOWLEDGEMENT

State of Washington

County of Clark

ss.

August 18,

1976

to me known to be the individual(s) described in and who executed the foregoing instrument, on this day personally appeared before me and acknowledged that said instrument was executed as a free and voluntary act and deed for the use and purposes therein expressed. IN TESTIMONY THEREOF, I have hereto set my hand and official seal the day of this instrument above written.

Notary Public for the State of Washington  
Residing at Vancouver

My commission expires \_\_\_\_\_

**DO NOT RECORD**  
**REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid.

To

Trustee

The beneficiary named in the foregoing Deed of Trust hereby declares that: (1) It is the legal owner and holder of the total indebtedness (evidenced by note(s) attached hereto) secured by said Deed of Trust (a) said indebtedness has been fully paid. You are hereby authorized and directed to: (1) without warranty, reconvey the Estate now held by you to the parties designated in said Deed of Trust (2) record the reconveyance (3) deliver to the beneficiary (a) the attached evidence of indebtedness (b) the recorded Deed of Trust (c) the recorded reconveyance.

PACIFIC FIRST FEDERAL SAVINGS and LOAN ASSOCIATION, Beneficiary

Dated:

By \_\_\_\_\_  
Asst. Vice President

By \_\_\_\_\_  
Asst. Secretary