

STATE OF WASHINGTON
 FROM FORM NO. 2149-T
 Rev. April 1971

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, is made this 22nd day of October, 19 76,

BETWEEN THOMAS S. ANDERSEN and TERRY J. ANDERSEN, husband and wife, as Grantor,

whose address is P.O. Box 586, Cakson, Washington 98610

and SAFECO TITLE INSURANCE COMPANY, as Trustee,

whose address is P.O. Box 277, Stevenson, Wash. 98648

and COMMERCE MORTGAGE COMPANY, an Oregon Corporation, as Beneficiary,

whose address is P.O. Box 4113, Portland, Oregon 97208

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in Skamania County, Washington

A tract of land located in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 20, Township 3 North, Range 6 E.W.M., described as follows:

Beginning at a point 354 feet South and 30 feet East of the Northwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 20; thence South 82 feet; thence East 140 feet; thence 82 feet; thence West 140 feet to the point of beginning north



TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise 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 SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars 17,500.00 with interest thereon according to the terms of a promissory note of even date herewith payable to Beneficiary in order and made by Grantor; 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.

The Grantor covenants and agrees as follows:

That he will pay the indebtedness secured hereby. Priority is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity. Provided, however, That in the event this estate of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment, and provided further, That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had remained to be insured until maturity, such payment to be applied by the holder thereof upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, on the first day of each month until said note is fully paid, the following sums:

(a) An amount sufficient to provide the Beneficiary with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge in lieu of a mortgage insurance premium if they are held by the Secretary of Housing and Urban Development, as follows:

(i) If and so long as said note and this instrument are insured or are reinsured under the provisions of the National Housing Act a amount sufficient to accumulate in the hands of the Beneficiary one (1) month prior to the date the annual mortgage insurance premium is due in order to provide the Beneficiary with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended and applicable regulations thereunder; or

(ii) If and so long as said note and this instrument are held by the Secretary of Housing and Urban Development a monthly charge in lieu of a mortgage insurance premium which shall be an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account if, iniquities or prepayments.

(b) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on such insurance policies as may be required under paragraph 9 hereof, satisfactory to Beneficiary. Grantor agreeing to deliver promptly to Beneficiary all bills and notices thereof, less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to

Beneficiary to be applied by Beneficiary to the following items in the order set forth:

(i) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge

(ii) in lieu of mortgage insurance premium, as the case may be;

(iii) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(iv) interest on the note secured hereby; and

(v) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The arrangement provided for in paragraph 2 is solely for the added protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of the assignee with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantee all rights of the Grantor with respect to any funds accumulated hereunder.

such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the trustee shall have the power to sell the property under the powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any power of sale contained in this deed of trust or action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the Grantor. The obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including all persons who are or may be secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this instrument, but the instrument shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.

22. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the Grantor as above described; or to such other address as Grantor has requested in writing to the Beneficiary, that such notices to be given to the Beneficiary provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

Witness the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

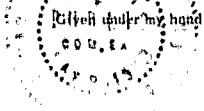
Thomas S. Andersen SEAL
Thomas S. Andersen

Terry J. Andersen SEAL
Terry J. Andersen

STATE OF WASHINGTON,
COUNTY OF Skamania

I, the undersigned, a notary public
day of October 1976, personally appeared before me
Andersen,
described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

hereby certify that on this 22nd day of October 1976, personally appeared before me Thomas S. Andersen & Terry J. Andersen, to me known to be the persons who they signed and sealed the same as their



Thomas S. Andersen
Notary Public for the State of Washington
Commission Expires 10-1-77

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

TO: TRUSTEE.

The undersigned in the legal owner and holder of this note and all other indebtedness secured by the within Deed of Trust and 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 thereunder.

Dated _____, 19____

Mail reconveyance to _____

58061

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I hereby certify that this within Deed of Trust was filed in this office for Record on the 22 day of October A.D. 1976, at 10:30 o'clock A.M., and was duly recorded in Book 53 of Records of Mortgages of SKAMANIA County, State of Washington, on page 665.

REGISTERED
INDEXED: DIR. ☒
INDIRECT: ☒
RECORDED
COMPARED
MAILED

By E. J. Jorgensen
County Auditor