

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, 1976,

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

whose address is P.O. Box 586, Carson, 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

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

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 (SE₁ SE₂) of Section 20, Township 3 North, Range 8 E.W.M., described as follows:

Beginning at a point 354 feet South and 30 feet East of the Northwest corner of the SE₁ of the SE₂ 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



TOOK THEREWITH all the tenements, hereditaments and appurtenances now or hereafter thereto 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 or order and made by Grantor; and also such further sums as may be advanced or loaned by Beneficiary to Grantor or any of the successors or assigns, together with interest thereon, at such rate as shall be agreed upon.

The Grantor covenants and agrees as follows:

1. That he will pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more quarterly payments on the principal that are next due on the note, on the first day of any month prior to maturity. *Provided however* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment, and received by the holder of the note. 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 in force until maturity, such payment to be applied by the holder thereof upon its application 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 instrument 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 tax 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 in a amount sufficient to accumulate in the hands of the Beneficiary one (1) month prior to its due date the annual mortgage insurance premium, 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 in 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 delinquencies or prepayments.

(b) A sum, as estimated by the Beneficiary, equal to the ground rents, utility 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 therefor, 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

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

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

(iii) 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.

3. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, the Beneficiary may collect, and the Grantor agrees to pay with such payment, a "late charge" of two cents (2¢) for each dollar (\$1) so overdue as liquidated damages for the additional expense of handling such delinquent payments.

4. If the total of the payments made by Grantor under (a) of paragraph 2 shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes, assessments and insurance premiums, such excess, at the option of Beneficiary, may be credited by Beneficiary on subsequent payments to be made by Grantor, or refunded to Grantor. If, however, the monthly payments made under (b) of paragraph 2, shall not be sufficient to pay ground rents, taxes, assessments and insurance premiums, when the same shall become due and payable, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when the payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance herewith, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor all payments made under the provisions of (a) of paragraph 2, which Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated pursuant to (b) of paragraph 2, if there shall be a default under any of the provisions of this Deed of Trust, and the funds otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amount of principal then remaining unpaid under said note and properly adjust any payments which shall have been made under (b) of paragraph 2.

5. To keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to inspect the property at any time during reasonable hours.

6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and, if the same secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

- (a) To commence construction promptly and in any event within thirty (30) days from the date of the commencement of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary.
- (b) To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof.
- (c) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice to Grantor of such fact.
- (d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept its true and conclusive affidavit and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with said building or improvements.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. The property that is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

9. To keep the buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance, provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Grantor, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereinafter set forth or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property or extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the Beneficiary.

10. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding the Grantor will, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including a cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable on demand. To pay all costs of suit, cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of trust.

11. To pay, at least ten (10) days before becoming delinquent all rents, taxes, assessments and premiums, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, whether at any time appear to be prior or superior thereto, which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes, reasonable costs, fees and expenses of this Deed of Trust on default hereunder Beneficiary may, at its option, pay or pay out of reserve accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to execute any such provision.

12. To repay immediately on written notice to Grantor all sums expended by advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the day of such advance or expenditure until the payment thereof shall be secured hereby. Failure to repay such expenditure or advance or interest thereon or Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance or interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

13. To do all acts and make all payments required of Grantor to make said note and this Deed eligible for insurance under the National Housing Act and any amendments thereto, and all regulations promulgated thereunder, within the time and in the manner required by said Act, its amendments thereto, and said regulations and agrees not to do, or cause or suffer to be done, any act which will void such insurance so long as no obligation hereunder secured remains unfulfilled.

14. To MS. 11-31-5 AGT 11-11-1

14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, by written obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security herein, Beneficiary or Trustee being authorized to enter upon the property for such purposes, convenience, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such power, incur any liability, expense whatever amounts in its absolute discretion it may deem necessary herefor including cost of, defense of title, employ counsel, and pay his reasonable fees.

15. Should the property or any part or appurtenances thereto or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, the earthquake, or in any other manner, Beneficiary may, at its option, commence an action in its proper name, in its own behalf, any action of proceeding or make any compromise or settlement, in connection with such damage or damage, and obtain all compensation awards or other relief therefore. All such compensation awards, damages, rights of action and judgments, including the proceeds of any policies of insurance affecting the property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same or any tradablehold secured hereby or apply the same to the restoration of the property, to the end that Grantor agrees to execute such further assignments of any compensation award, damages, rights of action and judgments as Beneficiary may require.

16. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay so to my

17. At any time upon written request of Beneficiary, payment of its fee, and presentation of this Deed and the note for endorsement in case of full recoverability, lot cancellation and retention, without affecting the liability of any person for the payment of the indebtedness, Trustee may, at its option, make the holding of any cap or plot of land property, (b) joint or granting any easement or creating any restriction thereon, (c) retain in any subdivision or other area or in affecting the Title or the use of change thereof, (d) receives, without warranty, all or any part of the property or grantee in any conveyance, may be described as the persons or persons legally entitled thereto, and the records thereof of any matters or facts, half be considered proof of the truthfulness thereof.

18. The collection of rents, issues, and profits, or the proceeds of his and other insurance policies or compensation 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.

19. I, don't default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder or should this Deed and said note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to eight (8) months from the date of this Deed, declining to insure said note and this Deed, being deemed conclusive proof of such (ineligibility), or should the commitment of the Department of Housing and Urban Development to insure this note cease to be in full force and effect for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder.

20. 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 a public auction to the highest bidder. Any person except Trustees and bid at Trustee's sale, Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including the reasonable trustee's fees 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. 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 conclusive evidence thereof in the favor of bona fide purchasers and encumbrancers for value. 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 and when not exercised, Beneficiary may forgive this Deed of Trust as a mortgage, 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 same to bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the original trustee, and to notify any party hereto of pending sale under any other power of sale 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 original trustee.

21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the original trustee, and to notify any party hereto of pending sale under any other power of sale or of any action or proceeding in which Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including joint owners, secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, and the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene any law or the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provision of this instrument, but shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations hereunder 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 above described; or to such other address as Grantor has requested in writing to the Beneficiary, that such notices to be given 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
Thomas S. Andersen

Terry J. Andersen
Terry J. Andersen

STATE OF WASHINGTON,
COUNTY OF Skamania

I, the undersigned, a notary public
day of October 1976, personally appeared before me Thomas S. Andersen & Terry J.
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 herein mentioned.

[Left blank] my hand and official seal the day and year last above written.

Calista
Notary Public for the State of Washington
Seal

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 therefore 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 person designated by the terms of said Deed of Trust, all the estate above held by you thereunder).

Dated _____, 19____

Mail reconveyance to _____

58061

STATE OF WASHINGTON : ss
COUNTY OF Skamania : ss

I hereby certify that this within Deed of Trust was filed in this office for Record on the 26 day of October A.D. 1976, at 10:30 o'clock A.m., and was duly recorded in Book 523 of Records of Mortgages of SKAMANIA County, State of Washington, on page 665.

Calista
County Recorder

By *E. J. Jackson*

* GPO : 2000 : 6 : 422-628

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