H-166597-8

FEDERAL LAND BANK DEED OF TRUST

SK-7451

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wie sederess	Route L. B.	.:89, Mosler, C			
H = c	Transa	cerica Title Insi	irance Company		
a corporation,	Trustee, whose address is	720 Second Ave	nue, Seattle,	Washington	98104
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Lot 48 of COLUMBIA HEIGHTS according to the official plat thereof on file and of record at page 136 of Book A of Plats, records of Skamania County, Washington.



Together with the teasments, thereditaments, rights, privileges and deputtenances, including private roads, now or hereafter belonging to or used in connection with the above described promises; and all plumbing, lighting, healths, cooling, rentilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are he by declared to be appartenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditables or other conduits, rights therein and rights of way therefor, which now a per hereafter may be appartenant to said premises or any part thereof, or used in connection therewich.

The real estate herein conveyed does not exceed a acres in area. If located in the State of Washington, it is not used principally for agricultural or farming purposes. If located in the State of Oregon, it is not currently used for agricultural, timber or grazing purposes.

- A). TO PROTECT THE SECURITY OF THIS DEED OF TRUST, AND FOR OTHER PURPOSES, GRANTGR COVENANTS AND AGREES:
- That Grantor is lawfully seized of said premises in fee simple, has good right and lawful authority to convey the same, and
 that said premises are free from encumbrance; and each of Grantors will warrant and defend the same forever against the lawful claims
 and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereaf, but shall run with the
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- ¿. To keep the buildings and other improvements now or hereafter existing on said premises in good repair; to complete without delay the construction on said premises of any building, structure or improvement in progress, any improvements to existing structures in progress, and any improvements or remodeling for which the loan hereby secured was granted in whole or in part, not to remove or demolish or permit, he removal or demolishment of any building thereon; to restore promptly in a good and workmanlike manner any building, structure or improvement thereon which may be damaged or destroyed; to comply with all laws, ordinances, regulations, convenants, conditions and restrictions affecting the property and its use; not to use or permit the use of said premises for any unlawful or objectionable purpose; not to cut or permit the existing of timber from said premises except for demostic use; to maintain and cultivate the premises in good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said lands properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind uron said premises; and to do all acts or things necessary to preserve all water rights now or hereafter appurtenant to or used in connect. In with said premises.
- 3. To keep all buildings now existing or hereafter erected continuously assured against loss or damage by fire and such other risks in manner and form and in such company or companies and in such amounts as shall be satisfactory to the Beneficiary; to pay all premiums and charges on all such insurance when due; to deposit with the Beneficiary upon request all insurance policies affecting the premises, with receipts showing payment of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the premises shall be made payable, in case of loss, to the Beneficiary, with a loss payable clause in favor of and satisfactory to the Beneficiary. The Beneficiary shall be entitled to receive the proceeds of any loss under any such policy which may be pplied by the Beneficiary upon the indebtedness hereby secured in such manner as it may elect.
- 4. Beneficiary is authorized to pay all real property taxes and special assessments assessed against the premises a d add the amounts expended to the note balance at the time payment is made, each of the advances to bear interest as provided in the note and to be secured by this deed of trust. Grantor will pay to the Beneficiary on the first day of each month until said note is fully paid, with and in addition to the monthly installments of principal and interest under the terms of the note secured hereby. Amount equal to one-twelfth of the annual aggregate of real property taxes and special assessments as estimated by Beneficiary, who additional sums shall be applied to reduction of principal.
- 5. In the event that any installment or portion thereof is not paid within ten (10) days commencing with the date it is due, the Beneficiary may collect, and the Grantor agrees to pay, a late charge of two percent of the installment to cover the extra expense involved in handling delinquent installments.
- 6. To pay before delinquency all assessments upon water company stock, and all rents, assessments and charges for water appurtent i to or used in connection with said property; and to suffer no other encumbrance, charge or lien against said premises which is superior to this deed of trust.
- 7. To appear in and defend any action or proceeding purporting to affect the lieu or security hereof or the rights or powers of Beneficiary or Trueton and in case of any suit to foreclose this deed of trust as a mortgage or in any suit which Beneficiary may deem it necessary to prosecute or defend to effect or protect the security hereof, to pay all costs and expenses incident thereto including the reasonable costs of searching records and abstracting or insuring the title and reasonable attorney's fees in such action, such sums to be secured by this deed of trust.
- 8. To pay all costs, fees and expenses of this trust including the expenses of Beneficiary or Trustee incurred in enforcing the obligation secured hereby, the reasonable cost of searching records and abstracting or insuring the title, and reasonable trustee's and attorney's fees not in excess of any limitations provided by law, such sums to be secured by this deed of trust.
- 9. Should the Grantor be or become in default in any of the covenants or agreements herein contained, then the Beneficiary (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part, and all expenditures made by the Beneficiary in so doing shall draw interest at the rate of 10 per cent per annum, and shall be immediately repayable by the Grantor without demand, and, together with interest and costs accruing thereon, shall be secured by this deed of trust.

B. IT IS MUTUALLY AGREED THAT:

- 1. If any of said property shall be taken under right of eminent domain, the Beneficiary shall be entitled at its option to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the Beneficiary upon the indebtedness hereby secured in such manner as it shall elect.
- 2. Heneficiary may from time to tiple, in writing and without notice, release any person liable for payment of any of the indebtedness or extend the time or otherwise after the terms of payment of any of the indebtedness.
- 3. Upon the written request of Grantor and Beneficiary, the Trustee may, at any time and from time to time, and without affecting the liability of any poson:
 - (a) Consent to the making of any map or plat of the property;

(b) Join in granting any easement or creating any restriction thereon:

(c) Join in any subordination or other agreement affecting this deed of thus or tien of opening themost

(d) Reconvey, without warranty, all or any part of the property.

- 4. All sums secured hereby having been paid, Tr. . shall meintry, without to trainer, the property that facility written request of the Beneficiary or the person entitled the eto and upon durrender or that fixed of trust and said after by assessment and retention and upon payment of its fees. The grantee in such reconveyance may be described as "the person or instance of the person or instance of the person or instance."
- 5. Upon or during the continuance of any default hereunder, the Beneficiary shall have the right fortiwalth to the new points and take possession thereof, and collect the rents, issues and profits thereof, and apply the same, here any costs of collection, upon the indebtedness hereby secured, and the Beneficiary shall have the right to the appointment of collect the rents, issues and profits of said premises. The rents, issues and profits of said premises after default are hereby any the Bineficiary as additional security for the indebtedness herein described. The entering upon and taking possession of the collection of such rents, issues and profits, or the proceeds of fire or other insurance podeless or awards for any chiral profits, or the property, and the application or release thereof as aforesaid, shall not cure or waits any default or notice. It finite because invalidate any act done pursuant to such notice.
- 6. Time is material and of the essence hereof; and in case of breat of any of the corenants or agreements haven, creditions be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for expended for expended for expendent the payment of the Beneficiary application therefor, except by the written permission of the Beneficiary, then, are two case, all indebtedness hereby secured shall, at the election of the Beneficiary, become immediately due and payable without the buffer of the Beneficiary to exercise such option in any one or more instances shall not be considered as a water or relinquishment of the right to exercise such option upon or during the continuous of the same or any other default. In auxil event Beneficiary at its option may proceed to foreclose this deed of trust as a mortgage in the manner provided by law for foreclose this deed of trust by notice and sale.
- 7. In foreclosure of this deed of trust by notice and sale, the power of sale hereunder shall be exercised by Trustee as anting to and under the authority of the law now in effect and as hereafter amended of the State or States in which the property brid hereunder, or any part thereof, is situate, pertaining to deeds of trust. Trustee shall deliver to the purchaser at sale its deed, without warranty, which deed shall contain such recitals as may be required or permitted by lew for the bonefit of said purchasers and subsequent bone fire purchasers or encumbrancers for value. After deducting all costs and expenses of the sale, including remarks and trustee's and attorney's fees and the reasonable costs of searching records and soft acting or usuaring the title. 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 10 percent per manner provided by law.
- 8. Beneficiary having purchased said property at Trustee's sale, Granter agrees peaceably to surrender possession of the premises to Beneficiary in the event such possession has not previously been delivered and to pay Beneficiary the costs attlements including a reasonable attorney's fee in any suit or action instituted by Beneficiary to obtain possession of the premises membered or any occupant of the premises who entered possession by, through or under Granter.
- 9. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by Lee Any trustee lawfully appointed by the Beneficiary as a substitute or successor trustee shall succeed to all of the powers and during a little trustee named herein. Conveyance to the substitute of success of trustee shall not be required. Trustee is not abligated to ALLS any party hereto of pending sale under any other deed of trust of 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.
- 10. This fixed applies to, inures to the benefit of, and binds all parties heroto, their heirs, devisees, legatees, enduring administrators, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, or if the note has been pledged, the pledgee thereof, whether or not named as Beneficiary herein.
- 11. The term "deed of trust" as used herein shall mean the same and be synonymous with the terms "trust indenture" and "causa deed", and the term "grantor" as used herein shall mean the same and be synonymous with the term "trustor", as used in any Lwa of the state or states in which said property or any part thereof, is situate.
- 12. This deed of trust and the note secured hereby are executed and delivered under and in accordance with the Farm Credit Act of 1971 and any acts amendatory or supplementary thereto and the regulations of the Farm Credit Administration, and are subject (a) all the terms, conditions and provisions thereof, which are made a part hereof the same as if set out in full herein.
- 13. Grantor requests that a copy of any declaration or notice of default and a copy of any notice of sale hereint to be mediate.

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