

83488



DEED OF TRUST

SAFECO TITLE INSURANCE COMPANY

BOOK 5 PAGE 617

Filed for Record at Request of

Name Klickitat Valley BankAddress P. O. Box 307City and State White Salmon, WA 98672

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INDIRECT	
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COMPLETED	

INSTRUMENT ASSIGNED FOR RECORDER'S USE
COUNTY OF SKAMANIA, 1977

I HEREBY CERTIFY THAT THE INSTRUMENT

INSTRUMENT OF NO. 100 FILED BY

Phyllis J. DonaldsonOF White Salmon, WADATE 1-24-1977WAS RECORDED IN BOOK 5OF Page 617RECORDS OF SKAMANIABY SAFECO TITLE INSURANCE COMPANYAT White Salmon, WA

83488

THIS DEED OF TRUST, made this 20 day of January, 1977, between
PHYLIS E. DONALDSON and PHYLLIS J. DONALDSON, Grantor,
 whose address is Box 165, White Salmon, Washington 98672,
 SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 2615 4th Avenue, Seattle, Washington 98125,
 and KLICKITAT VALLEY BANK, Beneficiary,
 whose address is P. O. Box 307, White Salmon, Washington 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 Northeast quarter of the Southeast quarter of Section 16, Township 3 North, Range 10 E.W.M., described as follows:

Beginning at the Southeast corner of the Northeast quarter of the Southeast quarter of the said Section 16; thence North 48 rods; thence West 40 rods; thence South 48 rods; thence East 40 rods to the point of beginning; EXCEPT the East 330 feet thereof; AND EXCEPT any portion thereof lying within the North 32 rods of said Southeast quarter of said Section 16.



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

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

THIRTY-FIVE THOUSAND and no/100-----Dollars (\$ 35,000.00)

with 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 when 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 erect, alter, repair, enlarge or improve, being built or about to be built thereon; to restore promptly any building, structure or improvement 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 hereby free and clear of all liens, mortgages, loans or encumbrances, in an amount not less than the total debt secured by this Deed of Trust. All such debts shall be paid by the Beneficiary, and be a valid lien against the property. The Beneficiary may approve and have paid by the Beneficiary, or order, and then to the Grantor, the amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust. The Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any policy of insurance. The Beneficiary shall be bound by the Beneficiary's sale.

4. To defend any action or proceeding purporting to affect the security hereof on the part of owners of Beneficiary or to annul or pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose 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 obligation 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 hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereon, shall be added to and become a part of the debt secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property in herein or damaged to an extent amounting to the value 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 prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey 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 by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor on 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, to the highest bidder, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of such sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee 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 or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

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 or gain 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 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 exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, 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 is not obligated to notify any party hereby 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.

Leticia E. Donaldson

Trinity E. Donaldson

STATE OF WASHINGTON

COUNTY OF Klickitat

On this day personally appeared before me

LESLEY E. DONALDSON & PHYLLIS J. DONALDSON

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

20th day of January, 1977

Notary Public in and for the State of Washington

residing at White Salmon

STATE OF WASHINGTON

COUNTY OF

On this day of 19 before me, the undersigned,

Notary Public in and for the State of Washington, duly commissioned and sworn,

personally appeared

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

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 to the corporate seal of said corporation.

Witness my hand and official seal here: and the day and year first above written.

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.

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 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