83620

DEED OF TRUST

PAGE /3 BOOK 54

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Name Klickitat Valley Bank

p. O. Box 307

City and State White Salmon, WA 98672

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COUNTY OF SKAMANIA HEREMY CERTIFY THAT THE WITHIN INSTRUMENT OF PRITING, FILED BY Co Title Co 1:300 M Fab-23 1977 BCOMBED IN BOOK 575 _AT PAGE 43. BYAMANIA COUNTY, WAS COUNTY AUDITO

THIS DEED OF TRUST, made this 11 day of February CLYDE G. KNOWLES and CAROL A. KNOWLES, husband and wife, whose address is P. O. sox 8, nite Salmon, Washington 98672 ___ , Grantor, SAFECO Title Insurance Company, a California Corporation, Trustee, whose address 1, 2615 4th Asenue, Scattle, Washington 98125, and KLICKITAT VALLEY BANK whose address is P. O. Box 307, White Salmon, Washington 98672 WITNESSETH Grantor hereby bangains, sells and conveys to frustee in Trust, with power of sale, the following described real property Skamania

Lot #7, SOOTER TRACTS, Section 22, Township 3 North, Range 10 E.W.M., in Skamania County, Washington,



which real property is not used protopally for agricultural or farring purposes, together with all the tenements, herealtaments, and appurtenances now or herealter thereanto belonging or in any site appertanting, and it even, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein routained, and payment of the sum of

THIRTY-FIVE THOUSAND and no/100---- Dollars is 35,000.00 THERETERIAL INOUGAND and not to the promissory note of even date herewith, payable to Beneficiary or order, and made by 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 extension: thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assens, 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 complete any building, structure or improvement thereon, the restore promptly any building, structure or improvement thereon 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 lewful to ex and assessments upon the property; to keep the property free and clear of all other charges, hencor encumbrances impairing the security of this Deed of Trust.
- Hens or encommonances impairing the security of this tized of trust.

 3 To keep all buildings now of hereafter erected on the property described herein continuously insured against loss by fine or other histards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such somptimes as the Beneficiary and the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such some property as its interest may appear and then to the Grantor. The sumptimes as the Beneficiary shall be the spayable first to the Beneficiary as its interest may appear and then to the Grantor. The sumptimes are the Beneficiary shall not cause discontinuance of any proceedings to forectose this Deed of Trust. In the event determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to forectose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies than in force shall pass to the purchaser at the foreclosure sale.
- 4 To defend any action or pre-eching purporting to affect the security kereof or the rights or powers of Beneficiary or Trustee, and to 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 larce larce this beed of Trust.
- 5. To pay all costs, Ices 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 Lat it: 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 sorie secured hereby, shall be added to and become a part of the debt secured in this beed of Trust.

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Mail reconveyance to .

IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount 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, Beneficiery does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failufe to so pay.
- 3. The Trustee shall reconvey all or may 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 made by the Beneficiary or the person entitled thereto.
- 4. 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, (as amended), at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trust, a see and attorneys 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 poution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts thowing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facts evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.
- 6. The power of sale conferred by this Decc 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 hereto 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.

brought by the Trastee	
8. This Deed of Trust applies to, inures to the bene legatees, administrators, executors, successors and assigns. T whether or not named as Beneficiary herein	fit of, and is binding not only on the parties hereto, but on their heirs, devisees, ne term Beneficiary shall secon the holder and owner of the note secured hereby,
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	XI title to Known to me
_	a wife a representation of the second
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STATE OF WASHINGTON	STATE OF WASHINGTON
COUNTY OF Klickitat	COUNTY OF
On this day personally appeared before me	Garthsday of
LYDE G. and CAROL A. KNOWLES	there me, the undersigned, a
to me known to be the adividual deserb to and	Notary Public in and for the State of Wishord Confusion commissioned and sworn, per anally appeared
who executed the within and toragoing restaurchs, and acknowledged that . Etie 9 spread the	per author appeared
same as their tree and soluntars at	and the second s
and dred, for the uses and purposes therein men-	to me known to be the
noned	espectively of
_ / [the corporation that executed the foregoing instrument, and acknowledged the
	said instrument to be the free and voluntary ict and deed at said corporation, for the uses and purposes therein mentioned and on oath stated that
	authorized to execute the said instrument
`	and that the seal adreed is the corporate seal of said corporation
GIVEN under ing hand and official seal this	Witness my hand and official seal hereto iffixed the day and year first
11th day February 19 77	above written.
Notary Publication and for the State of Washington	Notary Public in and for the State of Washington,
residing at White Sa'mon	residing at
training of the same of the sa	
	FOR FULL RECONVEYANCE
Do not record. To	be used only when note has been paid.
TO: TRUSTEE.	
the court of the first court and building of the	e note and all other indebtedness secured by the within Deed of Trust. Said note,
	ed of Trust, has been fully poid and satisfied; and you are hereby requested and under the terms of said Deed of Trust, to cancel said note above mentioned, and all
reconvey, without warranty, to the parties designated by the	the terms of said Deed of Trust, all the estate now held by you thereunder.
Dated, 19	associative*
	A CONTRACT OF THE PROPERTY OF