83915

DEED OF TRUST

Filed for Record at Request of	COUNTY OF SKANAL-14
Name Filickitat Valley Bank Address P. O. Box 307 City and State White Salmon, WA 98672	I HURERY CERTIFY THAT THE WITHIN INSTRUMENT OF THITINGS, PHED BY
REGISTERED / INDEXED: DIR. / IMPLICATION OF THE RECORDED: COMPARED	WAS RECOIDED IN BOTH AT PAGE RECORDS CA STATE ACCOUNTS, WASSA

83945 THIS DEED OF TRUST, made this 15 day of April 180BERT, M. LEICHNER and NANETTE LEICHVER, husband and wife, whose address is Box 119-B, Underwood, WA U8651 1977 between SAFECO Title insurance Company, a California Corporation, Trustee, whose address is 2615, 4th Avenue, Scattle, Washington 98125 and KLICKITAT VALLEY BANK . Beneficiary. whose address is P. O. Box 307, White Salmon, WA 98672 WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property Skaman 1a

Beginning at the Southwest quarter corner of the Northeast quarter of the Northeast quarter of Section 21, Township 3 North, Range 10 E.W.M.; thence East along the South line of the Northeast quarter of the Northeast quarter 140.56 fee'; thence North at right angles to said South line 117 feet; thence North 60 00' 00" West 159.8 feet, more or less. to the Southeasterly right of way line of Cook-Underwood Road (County Road No. 3041); thence Southwesterly along said Southeasterly right of way line to the South line of the Northwest quarter of the Northwest quarter of said Section 21; thence Easterly along said South line to the point of beginning.

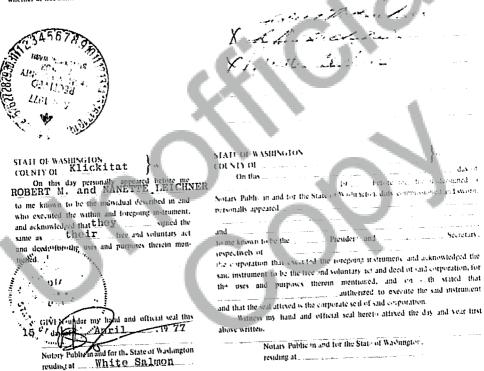
which real property is not used principally for agricultural or farming purposes, together with all the tener ints, hereditaments, and appurtenances now or acrealter thereunto oclonging or many wise appertuning, and the tents, is uses and profits the corf.

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

ONE THOUSAND EIGHT HUNDRED and no/100-- bollate 15 1,800.00 with interest, in a cordance with the terms of a promissory mote of even date here with, parable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extense—thereof, and also such further sams as may be advanced or found by Beneficiary to Grantor or any of their nancesors of assents, together with interest thereon at such rate as shall be agreed upon.

- To protest the security of this Deed of Trust, Grantor covenants and agrees: 1 To keep the property in good condition and repair, to permit to waste thereof to complete any building, structure or improvement being built or about to be built thereon, to restore promptly any be iding, structure or improvement thereon which may be damaged or destroyed, and to comply with all laws, ordinances, regulations, covenance, conditions and restrictions affecting the property.
- 2 To pay before definquent all lawful taxes and assessments upon the property; to keep the pr. par'v free and clear of all other charges, hear or encombrances impairing the security of this Deed of Trust.
- 3 To keep all but lings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All peticles shall be held by the Beneficiary, and be in such companies as the Benefictry may approve and have loss payable first to the Beneficiary z interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine, buch application by the Beneficiary shall the discontinuance of any proceedings to foreclose this Deed of Trust. In the event of forectionure, all rights of the Grantor in insurance polic.
- 4. To defend any action or proceeding purporting to at a title security hereof or the rights or powers of Beneficiary or Trustee, and to pay all losts 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 'sought by Beneficiary to foreclose this Deed A Trust.
- 5. To pay all costs, fees and expenses in confiction 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 1.11 to pay when due any taxes, assessments, insurance profitiums, liens, encumbrances or other charges against the properly heteinabove described, Beneficiary may pay the same, and the amount to paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

- 2. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to sall
- 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 and 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 made by the
- 4 Upon default by Grantor in the payment of are 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 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 self the trust property, in accordance with the Deed of Trust Act of the Sate of Washington, (as amended), request of Beneficiary, Trustee shall apply the proceeds of the sale at Justice's fall. Trustee shall apply the proceeds of the sale at Justice's fee, and attorney's fee; (2) to the obligation secured by this Deed of Gillows: (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 count 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 election of this Deed of Trust, and such as he may have acquired thereof er. Trustee's deed shall recite the facts showing that the late was conducted in compliance with all the requirements of law and of this Deed of Trust, which recited shall be prima facie evidence of such compliance, and conclusive evidence thereof in favor of home tide purchasers and groundspapers for value. and encumbrancers for value.
- 6. The power of sale conferrer, by this Deed of Trust and by the Reed of Trust Act of the State of Washington who can be considered to be foreclosed as a mortgage.
- 7. In the event of the death, incapacity, disability or reagnation 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 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 all under any other shall be vested with all powers of the original trustee. It ustees or Beneficiary shall be a party unless such action or proceeding is broughly by the Trustee.
- 8. This Deed of Trust applies to, mutes to the benefit of, and is binding not only on the parties benefit and on their heirs, devices, legates, administrators, executors, successors and assigns. The term Beneficiary shall mean the helder and council the note of sired hereby. whether or not named as Beneficiary herein.



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

The undersigned is the legal owner and holds, 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 kent of said Deed of Trust, to cancel said note above mentioned, and all directed, on payment to you of any sums owing to you under the kent of said Deed of Trust, to together with the said Deed of Trust, and to other evidences of Indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to other evidences of Indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, all the escate now held by you thereunder, reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the escate now held by you thereunder.

Dated	TO DAY OF THE PROPERTY THE STATE OF THE STAT
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