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BOOK 57 PAGE 181

PIONEER NATIONAL
TITLE INSURANCE

ATTENTION COMPANY

Filed for Record at Request of

Name

Address

City and State

REGISTERED

INDEXED

RECORDED

FILED

DATE

BY

PNTL No

SK-10225

THIS IS TO CERTIFY THAT THE WITNESSES
HEREIN HAVE TAKEN THE OATHS
OF OFFICE AND ARE QUALIFIED TO PERFORM THE
DUTIES OF THEIR OFFICE.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at the City of Portland, Oregon, this 10th day of April, 1977.

ALL THIS DONE BY

OF

ALL THIS DONE BY

WAS WITNESSED BY

ON

RECORDED IN

COUNTY

BY

DEED OF TRUST

THIS DEED OF TRUST, made this 26th day of April, 1977.

19 77

Grantee.

between G. A. COHN and JANE A. COHN

whose address is P. O. BOX 15, Underwood, Washington

PIONEER NATIONAL TITLE INSURANCE COMPANY, a corporation, Trustee, whose address is

Goldensale, Washington 98023 ROBERT E. JOHNSON and FOR E. JOHNSON

Beneficiary whose address is P. O. BOX 112, 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

SHERMAN

County, Washington:

Lot 1 of Block 2 of Underwood CHASE ADDITION, according to the official plat thereof on file and of record at page 10 of Book 2 of Plats, Records of Snohomish County, Washington; and that portion thereof described as follows:

Beginning at the southwest corner of the said Lot 1; thence north 00°12' East along the westerly line of said Lot 1 to a point; thence south 00°30' East 220.00 feet to a point on the westerly line of the said Lot 1; thence following the westerly line of the said Lot 1 southwesterly to the southwest corner of the said Lot 1; thence south 02°45'12" West 07.9 feet to the point of beginning.

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

This deed is for the purpose of securing performance of each payment of principal, interest, taxes, and payment of the sum of Twelve thousand nine hundred ninety seven and 00/100

dollars (\$12,997.00) with interest, in accordance with the terms of a promissory note of even date here-with payable to Beneficiary or order, as made by Grantor, and all renewals, modifications and extensions thereof, and the such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest at each 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 remove or waste thereon; to complete any building, structure or improvement hereon built or about to be built thereon; to restore promptly any building, structure or improvement hereon 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 local taxes and assessments upon the property, to keep the property free and clear of all other charges, liens or encumbrances existing at the date of this Deed of Trust.

3. To keep all buildings 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 full replacement cost of the property as shown on the policy. The policy shall be held by the Beneficiary, and the Beneficiary shall have the right to cause the policy to be renewed or to cause the policy to be applied upon any insurance policy now or hereafter issued by the Beneficiary, and the Beneficiary shall not cause discontinuance of any proceedings in connection with this Deed of Trust. In the event of fire, the Beneficiary shall not cause discontinuance of any proceedings in connection with this Deed of Trust.

4. To defend any action or proceeding brought to effect the remedy hereof 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 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 a court.

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 hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

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, 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 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. At such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust of the State of Washington, 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 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.

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 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 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 or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointments 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 notice 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.

8. This Deed of Trust shall inure 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.

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF WASHINGTON
COUNTY OF Klickitat

STATE OF WASHINGTON
COUNTY OF

On this _____ day of _____, 19____

C. R. CONN and JANE A. CONN

to me known to be the individual described in and who executed the within 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

26th day of April, 1977.

Notary Public in and for the State of

Washington, residing at White Salmon

On this _____ day of _____, 19____
before me, the undersigned Notary Public in and for the State of Washing-
ton, the said _____ and _____ 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 corpora-
tion, for the uses and purposes therein mentioned, and on oath stated

that _____ authorized to execute the said instrument and

that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereon affixed 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 evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Done at _____, _____, 19____