

84046

BOOK 54 PAGE 241

Filed for Record at Request of RAINIER NATIONAL BANK

THIS SPACE PROVIDED FOR RECORDER'S USE

Office White Salmon

Address 73 N. E. Estes

City and State White Salmon WA 98672

84046

DEED OF TRUST

THIS DEED OF TRUST is made this 17th day of May, 1977,

between David L. Hilkey and Christina F. Hilkey, husband & wife, Grantors,

whose address is SR, Box 11, Underwood WA 98651

Skamania County Title Company, Trustee,

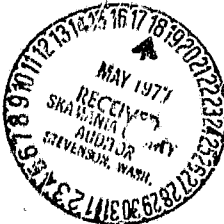
whose address is P. O. 277, Stevenson WA 98648

and RAINIER NATIONAL BANK, Beneficiary, at its above named address.

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in

Skamania County, Washington:

Lot 11 of Sooter Tracts according to the official plat thereof on file and of record at Page 138 of Book 'A' of Plats, records of Skamania County, Washington.



STATE OF WASHINGTON COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Kenneth L. Smith

OF White Salmon, WA

AT 11:20 AM 1977

WAS RECORDED IN BOOK 54

OF 54 AT PAGE 241

RECORDS OF SKAMANIA COUNTY, WASH.

Kenneth L. Smith

COUNTY AUDITOR

Kenneth L. Smith

RECORDS

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input checked="" type="checkbox"/>
INDIRECT	<input type="checkbox"/>
RECORDED:	<input type="checkbox"/>
COMPARED	<input type="checkbox"/>
MAILED	<input type="checkbox"/>

SUBJECT TO: (mortgage) (deed of trust) dated January 5, 1977 recorded

January 20, 1977, under Auditor's Fee No. 73057

to Farmers Home Administration, U. S. D. A., (mortgagee) (beneficiary); which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, leases and profits thereof.

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

of Ten Thousand Seven Hundred Sixty and 18/100 Dollars (\$10,760.18) 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 all other sums payable under the terms of said note and/or this Deed of Trust.

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 being built or about to be built thereon; to 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 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 clear: herein continues any insured against loss by fire or other hazards in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have been payable to the Beneficiary as its 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. Such application by the Beneficiary shall not create any circumstances in any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in its interest which then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of the 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 taxes, fees and expenses in connection with this Deed of Trust, including the expense of the Trustee incurred in exercising its powers hereunder and Trustee's and attorney's fees actually incurred, as provided by statute.

The trustee and duly records all of the obligations of the mortgage or Grantor under the same conditions and meet the award of Trust on the property, and to save Beneficiary harmless from the consequences of any failure to do so.

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 of such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary.
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 receive all or any part of the property covered by this Deed of Trust to the person entitled thereto; reconveyance made by the Beneficiary or upon satisfaction of the obligation secured and written request for reconveyance.

David L. Hilkey (Seal)
Christine F. Hilkey (Seal)

STATE OF WASHINGTON
COUNTY OF Klickitat ss.

STATE OF WASHINGTON
COUNTY OF ss.

On this day personally appeared before me
David L. and Christine F. Hilkey

On this day of 19
before me, the undersigned Notary Public in and for the State of Wash-
ton, duly commissioned and sworn, personally appeared

to me known to be the individual described in and
who executed the within foregoing instrument, and
acknowledged that they signed the same as

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

the said free and voluntary act and deed, for
the uses and purposes therein mentioned.

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.

GIVEN under my hand and official seal this
day of May 19 77
Notary Public in and for the State of
Washington, residing at White Salmon

Witness my hand and official seal hereto 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 re-
quested 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.

Dated 19

Mail reconveyance to