1940122

DEED OF TRUST

THIS DEED OF TRUST is made this.

13TH

1977., imong the GrantorGARY. A. PICKETT AND CLOIDA F. PICKETT, HUSBAND AND WIFE

SAFECO TITLE INSURANCE COMPANY (herein "Borrower"),
PACIFIC NATIONAL BANK OF WASHINGTON (herein "Frustee"), and the Beneficiary,
PACIFIC NATIONAL BANK OF WASHINGTON (herein "Frustee"), a corporation organized and
existing under the laws of WASHINGTON (herein "Grustee").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of SKATANIA.

State of Washington.

The following described real property located in Skamania County, State of Washington to-wit:

A trait of land in the Southwest quarter of Section 17, Township 3 North, Range 8 E.W.M., more particularly described as follows:

Beginning at a point #0 rods cast of the Nort west corner of the Southwest quarter of the said Section 17; thence East 20 rods; thence south 40 rods; thence West 20 rods; thence North 40 rods to the point of beginning;

Except that portion thereof conveyed '3 Monroe R. Lueders and Gladyn M. Lueders, husband and wife, by Deed dated January 3, 1972, and recorded at page 689 of book 53 of Deeds records of Skamania County Washington; and except that portion thereof sold on contract to Roy E. Mefford and Arlene M. Mefford, husband and wife, by contract dated November 18, 1973, and recorded at page 932 of Book 65 of Deeds records of Skamania County, Washington; and except a partel of Land in the Southwest quarter of Section 17, Township 3 North, Range 8 E.W.M. described as follows: Beginning at the Northwest corner of the said Southwest quarter of the said Section 17; thence North 89°59'45" East along in North line of said Southwest quarter 1,320.00 feet; thence South 00°10'34" west parallel with the West line of said Southwest quarter 235.58 feet to the initial point of the tract hereby described; thence South 00°10'37" West 104 feet; thence North 89°59'24" East 135 feet; thence North 89°59'24" East quarter 104 feet; thence South 89°59'45" West 135 feet to the initial point.



WASHINGTON. 986.1.0.....(herein "Property Address");
[State and Zip Goye]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be und remain a part of the property cowered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

Borrowez covenants that Borrower is lawfully selected of the estate hereiby conveyed and has the right to grant and convey the Property, that the Property is unencombered, and that Borrower will warrant and defend generally the title to the Property against all claims and degrands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title in prance policy insufing flender's interest in the Property.

WASHINGTUN -1 to 4 Family-6/75-PHMA/FHLMO UNIFORM INSTRUMENT

Unitimal Covenants. Betiewer and Lander covenant and agree as follows:

Unitional Covenants. Bertower and Linder covenant and agree as follows:

1. Fayment of Principal sub Inderest. Borrows: fail gromphy pay when due the principal of and interest on the indebtedness evidenced by the blee.

2. Feach for Taxes and Inversance. Subject to applicable law or to a written waiter by Lender. Borrower shall pay to Lender on the Agn monthly installments of principal as of interest are payable under the Note, until Note is palid in fail, a jum (herein Tanda") equal to one-twelfth of the yearly traxes and assessments which may attain priority over this peed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance. If any, all as reasonably estimated initially and from time the most Lender on the basis of assessments and bills and reasonable estimates thereof.

Interest to premiums and ground rents. Lender may not charge, and the principal principal of the payable under the control of the deposits or accounts of which are insured or guaranteed by a Pederal or state agency (including Lender if Lender under the Lender may not charge). Lender shall apply the Finds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge the principal of the principa

All insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Te 'er shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of less, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly.

Borrower shall give prompt honce to the insurance carrar and Lender. Lender may make proof or loss that make the by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property demaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower and Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date or the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

or acquisition, and pass to Lender to the extert of the sums secured by this Deed of Trust immediately prior to the sale or acquisition.

6. Preservation and M. atenance of Property; Leastholds; Condominiums; Plant, ed Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit imperiment or deterioration of the Property and shall comply with the provisions of any lease f this Deed of Trust is on a leasthoid. If this Deed of Trust is on a unit in a condominium or a planned unit development, Barrower shall perform all of Porrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. It a condominium or planned unit development and condominium or planned unit development, and constituent documents. It a condominium or planned unit development rider is executed by Corrower and recorded together with this Deed of Trust, the covenants and agreements of such rider were a part hereof.

7. Protection of Leastr's Secur. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or pre-ceding is commenced which materially affects Lender's interest in the Property including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disburses such reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the idan secured by this Deed of Trust, University and insurance are insurance of medical unit such time as the requirement for such insurance terminates in accordence with Borrower's and clender's written agreement or applicable law, Borrower shall pay the premiums required to maintain such insurance for first to this paragraph? A with interest thereon, shall become additional indebtedness of Borrower secured by this

9. Condemnation. The proceeds of any watth or claim for damages, direct or consequential, in connection with any condemnation or other texting of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be read to Fandar.

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Eurrower. In the event of a partial taking of the Property, unless Borrower and Lender with the excess, if any, paid to Eurrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such rotice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Froperty or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Irust granted by Lender to any successor in interest of Borrower shall not operate to rulease, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forthearnnee by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of I ender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cu'amilative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captiona. The covenants and agreements herein contained shall bind, and the rights hereunder shall inner to, the respective success or and assigns of Lenear and Borrower, subject to the provisions of parigraph 17 bereef. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraps of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manaer, (a) any notice to Borrower provided for in this Elecal of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender's address stated herein, and the Property Address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower as provided herein.

15. Uniform Deed of Trust: Governing Law Severability. This form of Jeed of trust combines uniform security instrument covering real property. This D. do I Trust shall be gas smed by the law of the intrustiction in which the Property is located In the event that any provisions of this Deed of Trust or the Note conflicts with plicable law, such could at the notation of this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower's shall be turnshed a conformed copy of the Note and of this Deed of Trust at the time of excension or after recordation bereof.

17. Trust for the Property; Assumption. It all or any part of the Property or an interest therein is s

10. Borrower's Copy. Borrower shall be turnished a combined copy of the Note and of this Deci of Prist at the time of execution of after recordation bereof

17. Tensfer of the Property: Assumption. It all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a line or encumbrance schordinate to this Decid of Trust, (b) the creation of a purchase mease security interest for household appliances, (c) a transfer by device, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at lender's option, declare all the sums secured by this Decid of Trust to be immediately due and payable. I cader shall have waived such agreement in writing that the credit of such person to whom the Proprity is to be sold or transferred reach agreement in writing that the credit of such person is statist actory to Lender and that an interest payable on the sums secured by this Decid of Trust shall be at such rate as Lender shall request. If Lender havaired the option to eccelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written as sumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. It Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, moke any remedies permitted by paragraph 18 hereof.

New-Unicors Covinance.

which Berrowe may pay the sums declared due. It Bor ower fails to pay such sums prior to the expiration of such period. Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

New-Uniform Covi Nants 5. Trower and Lender further covenant and agree as follows.

18. Acceleration: Remedies, Except as provided in panagraph 17 hereof, upon Borrower's breach of any covidant or agreement of Dorrower in this Deed of Frist, including the covenants to pay wheo due any sums secured by this Beed of Trust, Lender prior to acceleration shall give notice in the manner prescribed by applicable law to Borrower and to the other presents prescribed by applicable law to Borrower and to the other presents prescribed by applicable law to Borrower and to the other presents prescribed by applicable law such breach or or before the date specified in the notice may result in acceleration of the sums secured by this occurs such breach or or before the date specified in the notice may result in acceleration of the sums secured by this occurs such breach or or before the date specified in the notice may result in acceleration of the sums secured by this occurs of the sums secured by this occurs and the property at public acceleration, (ii) the right to bring a court action to assert the non-existence of a default or any other defense of Burtower to acceleration and forcebare and (iii) any other matters non-existence of a default or any other defense of Burtower to acceleration and forcebare and this paragraph 18, including, but not limited to, reasonable law. If the breach is not cared on or before the date specified in the notice, Lender's option may declare all of the sums secured by this Deed of acceleration and force and any other remedies permitted by applicable law. In the property and public au

including, but not limited to, reasonable attorray's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents, Appointment of Receiver; Lender in Passession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Reconveyance. 1 pop payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property without warranty and without charge to the person or persons legally entitled thereby.

23. Substitute Trustee. In accor to any Trustee appointed hereunder w	dance with applicable lay he has ceased to act. Wi	and without charge to the person or persons legally entitle on, if any, a Lender may from time to time appoint a successor trust thout conveyance of the Property, the successor trustee she tustee herein and by applicable law.	ed ce all
IN WITNESS WHEREOF, BOTTOW	er has executed this Pfe	d of Trust.	
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	GARY	Pickett -Borrow	
		locala F. Pickett	
STATE OF WASHINGTON. SKAMAN	NIA	· · · · · · County ss	
To Trust the independent of the holder of with all other numbered and this Deed of estate now held by you under this Design of the now held by you under this Design of the now held by you under this Design of the now held by you under this Design of the now held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under this Design of the new held by you under the new	mmissioned and sworn. This is rument, and acknowledge and voluntary act and affixed the day and second affixed the day and second affixed the note or notes seem by this Deed of Trust, he Trust, which are delice	Defore me the undersigned, a Notary Public in an personally appeared. GARY A. P.I.CKETT. to me known to be the individual(s) describe sided to me that. THEY. signed and scaled the and deed, for the use, and purposes therein mentioned year in this certificate above written.	d state of the sta
Date:			
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64/222		COUNTY OF SECHANIA } >-	
		HEREBY CERTIFY THAT THE WIYMEN	
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