84462

DEED OF TRUST

BOOK 54 PAGE 4/3

SAFECO TITLE INSURANCE COMPANY

XILITY ALMITON

COUNTY OF STATE THE PEROPOSE S USE. O Filed for Record at Request of Mail: I HERENY CERTIFY THAT THE WITHIN WEYERHAEUSER PULP EMPLOYEES FEDERAL CREDIT UNION INSTRUMENT OF WRITING, PILED BY. Address 3325 WASHINGTON WAY City and State LONGVIEW, WASHINGTON 98632 20Am religio 1972 SCOUDED IN BOCK REGISTERED INDUNED: DID BRAN-HE, COMINTY, WASH

maia, Reath uch COMPARED MATLED 51: 10447

THIS DIED OF TRUST, made this_ day of JULY 19 77, tetween BYRON L. WILL AND DOROTHY WILL, LUCBAND AND WIFE Gennt or. SAFEGO Tiew Insurance Company, a California Corporation, Trustee, whose address is 2615 4th Avenue, Seattle, Washington 98125. WEYERHAEUSER PULP EMPLOYEES FEDERAL CREDIT UNION whose address is ____3325 WASHINGTON WAY, LONGVIEW, WASHINGTON 98632 WEINESSETH: Grantor hereby bargains, sells and conveys to Truster he Trust, with power of sale, the following described real property SKAMANIA County, Washington:

LOT 37 OF GUSTAFSON'S MT. ST. HELENS VIEW LOTS, /CCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN BCOK A OF PLATS, PAGE 113, RECORDS O' THE AUDITOR OF SKAMANIA COUNTY, WASHINGTON.



which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appartenances new or hereafter their unto belonging a lin any wise appertaining, and the rents, issues and profits thereof.

This deed is for the profose of securing performance of each agreement of granter herein contained, and payment of the som of

FIFTEEN THOUSAND AND NO/100----Dallas (\$ Grantor, or any of their tuccossers or as agos, together with interest thereon at such rate as shall be agreed upon

To protect the security of this Deed of Trust, Grantor coverants and agrees:

- 1. To keep the property in good condition and repair, to permit a marks thereof; to complete any building, structure or improvement being Fully or about to be built thereon, to restore promptly day building, structure or improvement thereon, which may be damaged or destroyed, and to comply with all laws, ordinances, regulations, covernants, conditions and restrictions affecting the property.
- 2. To my before deliminant all lawful taxes and assessments upon the property; to keep the property for and clear of all other charges, Training the security of this Deed of Prist. liens or entirebrance
- 3 To keep all buildings now of hereafter exected on the property described herein continuously insured against loss by ilto or other linearity of an atomic many approve of hereafters, and being such comparisons as the fluidicity may approve of have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount callected, under any insutance paster may be applied upon my indebtedness hereby secured in such enter as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Virdicity in insurance policies than in force shall pass to the purchaser at the foreclosure sale.
- 4 To defend any action or properties to affect the spentity hereof or the rights of purely of Bancherry or Trustee, and to pay all cutts and expenses, including only of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any such toy according to the proceeding, and in any such toy according to the proceeding, and in any such toy according to the proceeding, and in any such toy according to the proceeding, and in the proceeding to the proceeding to
- 6. Should than be fall to pay will by flat in a say, assemblent, instructed premiums, then, encumbrances or other charges against the property hereinabound securited. Business and its same and the amount so gaid, with interest at the rate set forth in the note secured hereby, that he added to and beginns a gift, fine high secured in this local of front.

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TERMUTUALLY AGREED THAT

- I. In the event way period of the property it taken or damaged in an emissent domain proceeding, the entire amount of the award or such porifice thereof as may be recessary to fully cathefy 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 the clo, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconvey ince made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Grantor in the payment of any indestedners secured hereby or in the performance of any atterment contained herein, all sums secured hereby shall immediately become due and payable at the option of the best cleary. In such ever, and upon written request of Beneficiary, Trustee shall self the trust property; in accordance with the Deed of Trust Act of the State of Wasti grounds a meaded, at public auction to the highest bidder. Any person except Trustee may fold at Trustee's sale. Trustee xell apply the price is of the sale as follows: (1) to the expected of the sale, including a reasonable Trustee's and Trustee's fee; (2) to the obligation set sited 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 side its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantin had or had the power to convey at the time of his execution of this Deed of Trust, and y', has he may have acquired hierafter. Trustee's deed shall recite the facts showing that the sale was conducted to compliance with MLthe. I internets of law and of this and encumbrancers 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 of 2 mioritage.
- 7. In the event of the death, incapacky, disability or resignation of trustee, Beneficiary may appoint in writing a successor frustee, and upon the recording of the appointment in its mortage records of the county in which this Beed of Trust is recorded, the successor trustee shall be vested with all powers of the original hystee. The trustee is now abbligated to notify any party hereto of pending as be under any other Deed of Trust or of any action or proceeding in which Strantor, Tausta's or Beneficiary shall be a party unless such action or proceeding is brought by the Frustee.
- 8. This Deed of Trust applies 0, inures to the benefit 11, and is 14 ding not only on the parties hereto, but on their heirs, devisees, legateds, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether of not named as Beneficiary larcin.

BYRON L.

DOROTHY WILL

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STATE OF WASHINGTON COUNTY OF COWLITZ

On this day personally appeared before me

to me known to be the individual described in and who executed the within and forecome me roment, and acknowledged that THEY signed the same as TE/STR free and evoluntary act and deed, for the use and purpose there is mentioned.

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White Public Numbers Officers of Telephone o

REQUEST FOR FULL RECONVEYANCE

Do a it record. To be used (inly when note has been paid.

TO TRUSTEE

The undersigned is to a valowner and holder of the note and all other indebtedness secured by the within Deed of Trust. Sapt note, together with all other first bits, was secured by said Deed of Trust, has been fully gold and satisfied, and you are hereby requested partificated, we payment to you of any sums owing to you under the terms of avid Deed of Trust, to cancel and note abid note above mentioned, but all other syldenters of indebtedness a tured by said Deed of Trust delivered by you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the artigle designated by the terms of said Deed of Trust, all the estate now held by you discrement.

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