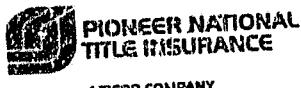


84557



ATCOR COMPANY

Filed for Record at Request of

Name: Columbia Community Federal Credit Union  
P.O. Box 324 Street Vancouver, Wa 98666

Address:

City and State:

PNTI File No.

STATE IS WASHINGTON	COUNTY IS SKAMANIA
I HEREBY STATE, THAT THE OTHER	
INSTRUMENT IS OR WAS FILED BY	
<i>John L. McCourt</i>	
OF <i>John L. McCourt</i>	
AT U.S. MAIL BOX NO. 1977	
WAS RECEIVED ON JULY 24, 1977	
RECORDS OF THE COUNTY, VASHA	
BY <i>E. Thompson</i> , CLERK	

## DEED OF TRUST

THIS DEED OF TRUST, made this 27th day of July 1977, between ~~David L. McCourt and June C. McCourt, husband and wife~~, whose address is ~~8404 SE Frances Ave. Vancouver, Wa 98602~~, and PIONEER NATIONAL TITLE INSURANCE COMPANY, a corporation, Trustee, whose address is ~~100 E. 13th Street Vancouver, Wa~~, and ~~Columbia Community Federal Credit Union~~, whose address is ~~503 W. 6th St-PO Box 324 Vancouver, Wa 98666~~.

Beneficiary, who covenants with Grantor, to hold all and convey to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

Lot 17 of HINE - AWAY ON THE WASHINGTON according to the official plat thereof on file and of record at page 131 of Book A of Plats, Records of Skamania County, Washington.

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances, now or hereafter thereto belonging, or in any wise appertaining, and the rents, issues 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

**Three Thousand Eight Hundred and no/100 Dollars (\$3,800.00)\*\*\*,** with interest, in accordance with the terms of a promissory note of even date hereto, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon, at such 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 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 delinquency 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 the Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described, 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 policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first 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 so fully secured in such order 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 Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security herein 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 the 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 statute.
6. Should Trustee fail to pay when due any taxes, assessments, insurance premiums, rents, 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 that a portion of the property is taken or damaged in an eminent domain proceeding, the value 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 held in trust. Thereafter:
- a. He may place 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.
  - b. The Trustee shall receive all or any part of the property covered by this Deed of Trust to the person entitled thereto, or written notice of the transfer and the beneficiary or upon satisfaction of the obligation as ares, and written request for reconveyance made by the transferee or the person entitled thereto.
- c. Upon demand by Trustee in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby, if it cannot fully become due and payable at the option of the beneficiary. In such case and upon written notice of the beneficiary, Trustee shall sell the trust property in accordance with the Deed of Trust Act of the state of Washington or public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall retain the proceeds of the sale of the property to the expense of sale, including a reasonable Trustee's fee and attorney's fee, (i) in the obligation secured by this Deed of Trust, and (ii) the surplus, if any, shall be distributed to the persons entitled thereto.
- d. 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 shown, that the sale was conducted in compliance with all the necessary requirements of law and of this Deed of Trust, such recital shall be prima facie evidence of such compliance and conclusive evidence in favor of bona fide purchasers and encumbrances for value.
- e. That 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 power and that others may cause this Deed of Trust to be foreclosed as a mortgage.
- f. That in case of the death, incapacity or disability, or resignation of Trustee, his heirs, executors, administrators, successors or assigns, or persons receiving of such appointment in the mortgage records of the property covered by this Deed of Trust, or his personal representative, shall be vested with all powers of the original trustee. The trustee is not deemed to qualify as a trustee of the corporation because it is Deed of Trust or of any action or proceeding in which Grantor or his heirs or assigns shall be a party thereto, or in any proceeding brought by the Trustee.
- g. That the holder of this note, may, in his discretion, make to the benefit of, and in holding not less than two-thirds of the total amount of principal, interest, penalties, costs, expenses and assigns, the term for which principal is to be held by the holder of the note, and the holder of the note so designated as beneficiary herein.

STATE OF WASHINGTON  
Clark  
County, the 27th day of July, 1977.

David L. McCourt and June C. McCourt  
husband and wife  
of the above named, do hereby execute and deliver this instrument for the payment of money, and this instrument is to be held by the above named, and they

do hereby release and discharge all and sundry from all claims and demands, which they ever had or may have had, or may hereafter have, against them, arising out of or connected with this instrument.

27th day of July, 1977

*David L. McCourt*  
Notary Public in and for the State of  
Washington, residing at Vancouver

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

**TO TRUSTEE:**

You understand that 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 & satisfied, and you are hereby requested and directed, on payment to you of any sum owing to you under the terms of said Deed of Trust, to cancel and now sever completely, and all other evidences 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.

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