## 3-10-21-19-100 SK 10534

## DEED OF TRUST

THIS DEED OF TRUST is made this. AUGH
19 17 among the Granton Kenneth A. Barstow and Margin C. Bangton, bushand
and wife (herein "Forrower"), Safecc T/tle Insurance Company (herein "Trustee"), and the Beneficiary
United States Market Company (herein "Trustee"), and the Beneficiar
United States, National Bank of Oregon, An Association a corporation organized an
existing under the laws of
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A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 E.W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE WEST 312 FEET; THENCE NORTH 267 FEET TO THE NURTHEAST COPNER OF THE MILVIN L. HOWARD TRACT RECORDED SEPTEMBER 3, 1970, UNDER AUDITOR'S FILE NO. 72507, RECORDS OF SKAMANIA COUNTY, WASHINGTON, AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EAST A DISTANCE OF 128.55 FEET TO A POINT THAT IS 219.57 FEET NORTH OF THE CENTER LINE OF THE COUNTY RCAD; THENCE NORTH ON THE EASTERLY LINE OF THE PRIVATE GROVE ROAD A DISTANCE OF 205.93 FELT; THENCE WEST PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 458.63 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE FRIVATE GROVE ROAD A DISTANCE OF 161.64 FEET; THENCE EAST 121.73 FEET TO THE NORTHWEST CORVER OF THE AFORE MENTIONED MILVIN HOWARD TRACT; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID TRACT A DISTANCE OF 4'3 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT IS KNOWN AS LOT 2 OF PETE AND AVA GROVE SHORT PLAT OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 E.W.M., RECORDED JUNE 22, 1977 UNDER AUDITOR'S FILE NO. 64422, IN BOOK 2 OF SHORT PLATS PAGE 6, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

THIS DEED OF TRUST SECURES A CONSTRUCTION LOAN INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND. ANY DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT DATED // BETWEEN BORROWER, LENDER, AND ADAIR HOMES INC. IS AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST.

100ETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights a 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 and remain a part of the property covered by this Deed of Trust; and all of the foregoing, to this aid property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to aperty.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy injuring Lender's interest in the Property,

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Untroum Covemants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and last churges as provided in the Note, and the principal of and interest on any Putter Advances secured by this Dect of Trust.

10 Lender of the Taxts and Interest on Evidence of Principal and Interest are payable under the Note, until the Note is paid in full, a sum (herein "Finital") reput of the payer that is a sum (herein "Finital") reput of the payer that is an accessment which may attain privily over this plus one-twelfth of yearly premium installments for the payer that the payer of the payer than the payer of the payer than the payer of t

by Borrower, and Borrower otherwise agree in writing, insurance storeeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is economically feasible and the security of this Deed of Trust would be impaired. The insurance proceeds shall be applied to the sums secured by this Deed of Trust would to Borrower. If the Property is abandoned by Burtower, or it Borrower falls to respond to Lender within 30 days from the is authorized to collect and apply the insurance proceeds at a understolers to still a claim for insurance benefits, tender or to the sums secured by this Deed of Trust.

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

and to any informance possess and in and to the process inferent resulting from unamage to the Property prior to such sele or acquisition.

6. Preservation and Maintenance of Property; Leascholds; Condominiums; Planzed Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or perior impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituen documents. If a concominium or planned unit development, and constituen documents. If a concominium or planned unit development is not rider as executed by Borrower and recorded together with fins Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust, and agreements of this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's instead in this including, but not limited to, enument 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, enument 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, enument 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, disbursement of condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to naintain such Lender's written agreement or applicable law. Borrower shall pay the premiums is equired to naintain such Lender's written a

9 Confirmation. The process of any award or claim to domages, direct or consequential, in consisting with an confidentiation or other taking of the Property, or part thereof, it for conveyance in lieu of condemns on, are torstly assigned and shall be paid to Lender.

In the event of a total taking of the \*\* operty, the proceeds shall be applied to the sums secured by this Dees of Yrust, with the exciss of any, paid to Borrower. 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 a sequel 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 in the date of taking, with the balance of the proceeds paid to Borrower.

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

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.

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uch installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any societies in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower successors in interest and borrower shall not be required to commence proceeding against such successor refuse—atens time for payment—therapse modify amortization of the sums secured by an Deed of Trust by resourced as a mand made by the original province and Borrower successors in interest.

11. Forbearance by Lender Not a Warver. Any torbearance by Lender in exercising any right or remarks remained to otherwise altorded by applicable law shall not be a warver of or preclude the exercise of any such right or resolve the payment of fairs an other them to charge by Lander shall not be a street of Lender's right to secretare the maturity of an indebtodness secured by this Deed of Trust.

12. Romeiles Cumulative. All remedies provided by law is a gody, and may be exercised concurrently imported entry or successively.

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13. Secressors and Assigns Bounds Jesse and Several Fit Sitys Captions. The appearance of action in the continuous shall had any the rights become of all times of the opening secretary at a second of a second of the rights become of paragraph. The continuous and approximate of the previous and provisions of paragraph. The continuous and approximate of the captions and broadings as the interpret of the three provisions become in the captions and broadings as the interpret of define the provisions become.

14. Natice Figure for any of the required under applicable as to the prior of neither majors (an extendite the Bortower provided for in this Deep of France shall be given by managed units of the site of any of the provision and because in the Bortower as the Property Address or a such whole address as Bortower may describe a such ander a major on the provided for in the Deep of the prior for many region in the provided for an extension of the same notice to be included and the prior for a provided for an extension of the address as Lender and design to many a formal and the prior for the bord of True shall be depended as their face given in Bortower as the prior of the prior for the prior of th The captions are sentenced in the provisions between the control order applying the two to prove the form of define the provisions between the control order applying the control of the form of the Does of Front shall be given by mailtain the control of the property Addition of a such when the control of the mailtain of the control of the property Addition of the control of the c

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received in the medical facility is provided in paragraph 17 hours, appeal between the act of any covenant or arresponding to the provided in paragraph 18 hours, appeal between the act of any covenant or arresponding to the covenant of the provided in the standard provid

19. Borrower's Right to Reinstein. Notwithstanding Lender's acceleration of the sums recursed by this Deed of Trust, floorower shall have the right to have any proceedings begut by Lender to the process to the Deed of Trust discontinued at any time private to the earlier to execut of the the mith day before so that the Property and to the power of sale contained to this Gard of Trust or (i) entry of a polyment enforcing this Deed of Trust at the Borrower pays Lender all some which would be derive under this Deed of Trust in the Niste and mittes securing Future Advances of any that no acceleration occurred the Borrower contained in this Deed of Trust (c) Borrower pays all reasonable expenses incurred by Lender and Truste in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Truste's remedies as provided in paragraph 18 hereof.

including, but an limited to reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lieu of this Deed of Trust, Lander's lateress 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, his Deed of Trust and the obligations secured he why shall remain in full force and effect as if no acceleration and occurred.

20. Assignment of "uss; Appais toment of Receiver; Lender in Possession. As additional security hereinder, Bor ower hereby as igns to Lender, is rents of the Property provided that Borrower's shall, prior to acceleration under paragraph 18 he eof or aliandomment of the Property. Lender, in person, by agent or by judicially appointed receiver, shall be confided to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those part of the costs of management of the k rope, to and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's honds and reasonable attorn.

2. and then to the sums sees red by this Deed of Trust. Lender and the receiver shall be liable to account only for those write settingly received.

2. Tustice and Borrower, may mal. Future Advances to Burrower. Suc. Tuture Advances, with Interest thereon shall be secured by this Oced of Trust thereon shall be received by this Oced of Trust. Lender and the receiver the Property and shall surrender this Deed of Trust and all notes are secured by this Deed of Trust the reserved the property of these values and all notes are secured by this Deed of Trust therefore the property and shall surrender this Deed of Trust and all notes are all the tender shall received the Property and shall surrender this Deed of Trust and all notes are all the theory and shall surrender this Deed of Trust and all notes are all the the Property and shall surrender this Deed of Trust and all notes are all the time appoint a success

Services, Wheneor, Borrower has executed this Deed of Trans.

Kenneth A. Barstow

Marcia C. Bay

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COUNTY OF SEARCHIA

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