

DEED OF TRUST

SK. 10134

THIS DEED OF TRUST is made this 21st day of ... February 19.77., among the Grantor, * * * Kenneth R. Foster and Johana J. Foster * * * * *
 * * * * * (herein "Borrower"), Skamania County Title Company (herein "Trustee"), and the Beneficiary,
 United States National Bank of Oregon, an association, a corporation organized and
 existing under the laws of ... The United States of America whose address is ... PO. Box 3347, ...
 Portland, Oregon ... 97208 (herein "Lender").

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 Skamania State of Washington:

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

Lot 2 of COLUMBIA HEIGHTS according to the official plat thereof on file and of record at page 136 of Book A of Plats, Records of Skamania County, Washington;

TOGETHER WITH that portion of said platted property lying between the Easterly line of the said Lot 2 produced South 24° 14' East and the Westerly line thereof produced South 00° 20' West and extending from the Southerly line of said Lot 2 to the Northerly line of Cedar Street as shown on said plat.



which has the address of Carson
 Washington 98610 (the "Property Address");
 (State and Zip Code) (City)

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 and remain a part of the property covered 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";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated 2-21-77, (herein "Note"), in the principal sum of ... Twenty-eight thousand five hundred and no/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, 2007; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized 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 insuring Lender's interest in the Property.

[illegible]

By this Deed of Trust, the Funds was made. The Funds are pledged as additional security for the sums secured by the due dates of taxes, assessments, insurance premiums and ground rents, together with the future monthly installments of Funds payable prior to assessments, insurance premiums and ground rents as they fall due, which excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 2 hereof, then to be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to principal on any future Advances.

5. **Hazards Insurance.** Borrower shall keep the enforcement of the lien or forfeiture of the Property, and the enforcement of such lien in, against loss by fire, hazards included within the term "standard coverage", and such other hazards as Lender may require, and the amount of such coverage exceed that for such periods as Lender may require, provided, that Lender shall not require that the amount of the insurance carrier for the amount of coverage required to pay the sum secured by this Deed or Trust, that the amount of such approval shall not be unreasonably withheld. All premiums shall be provided under paragraph 2 hereof.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds 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 not economically feasible or if the security of this Deed of Trust is to be 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, or if 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 is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Lendholders' Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is a leasehold. If this Deed of Trust is on a fee interest, Borrower shall create, execute and record all covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this 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 as if the rider were a part hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall exempt any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned 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 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 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails 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 Property or to the sums secured by this Deed of Trust.

or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such 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 successor in interest of Borrower shall not operate to release, 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. **Forbearance 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 Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. **Remedies Cumulative.** 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.

12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs 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 manner, (a) any notice to Borrower, provided for in this Deed 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 as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender, address stated herein or to 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 and Lender when given in the manner described herein.

15. **Uniform Deed of Trust Governing Law; Severability.** The provisions of this Deed of Trust shall apply to all real property, whether or not the property is located in a jurisdiction that has adopted the Uniform Deed of Trust Act. If the jurisdiction in which the Property is located does not have a law governing the validity, construction or effect of a deed of trust, or if the law of the jurisdiction in which the Property is located is inconsistent with the provisions of this Deed of Trust, then the law of the jurisdiction in which the Property is located shall not apply to the validity, construction or effect of this Deed of Trust. In the event that any provision of clause or the Deed of Trust is held to be invalid, unenforceable or inapplicable law, such conflict shall not affect other provisions of the Deed of Trust. The provisions of this Deed of Trust shall survive the termination or expiration of this Deed of Trust and to this end the provisions of the Deed of Trust shall be deemed to be severable.

19. Borrower's Covenants. Borrower shall be deemed to have accepted and agreed to the terms and conditions of the promissory note and of the Deed of Trust at the time of execution or after recording, having

17. **Transfer of the Property.** **Assumption.** If the grantor or grantors in this deed is an individual there is sold or transferred by Mortuary without Lender's prior written consent, and in violation of the provisions of a form of grantor's deed, under title to his Deed of Trust, (a) the creation of a new deed of trust, or interest for the benefit of any person, or (b) the direct or indirect or by operation of law upon the death of the deceased, of the grant of any increased interest of three per cent or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option in accordance with the sale or transfer. Lender and the grantor or grantors in this deed or transferred such agreement, knowing that the sale of such person is satisfactory to Lender and the property of the grantor or grantors is not subject to any lien or claim of any person. Lender shall require, if the grantor or grantors in this deed or transferred such agreement, that the grantor or grantors in interest has executed a written statement of the same, accepted in writing by Lender, Lender shall file the same with all obligations under the Deed of Trust and the Note.

If Lender provides a loan to Borrower, Lender shall mail it a statement of such loan in accordance with paragraph 14 hereof. Such statement shall specify a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the loan in full. If a reasonable date of payment cannot be determined for such period, Lender may, without further notice, demand on Borrower such amount and within period as by paragraph 14 hereof

Source: U.S. Census Bureau, *Marriage, Divorce, Remarriage in the 1990s*, Washington, D.C., 1995.

15. Acceleration. Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, prior to acceleration, shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public auction on a date not less than 120 days in the future. The notice shall further inform Borrower of: (i) the right to reinstatement after acceleration; (ii) the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone the sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's assignee may purchase the Property at any sale.

Trustee shall deliver to the purchaser of the Property at any time, expressed or implied. The recitals of the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or the clerk of the superior court of the county in which the sale took place.

19. **Borrower's Right to Accelerate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof.

including, but not limited to, reasonable attorney'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 Possession.** 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, have the right to collect and retain such rents as they become due and payable.

Upon 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 receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver 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.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

23. **Substitute Trustee.** In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. **Use of Property.** The Property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

..... Kenneth R. Foster
Kenneth R. Foster —Borrower

..... Johana J. Foster
Johana J. Foster —Borrower

Oregon

STATE OF WASHINGTON Hood River County ss:

On this 21st day of February, 19 77, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
..... Kenneth R. Foster and Johana J. Foster

..... to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as the free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

My Commission expires: 11-14-80

..... Shirley A. Welch
Notary Public in and for the State of Washington, residing at: Hood River
Oregon

REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date:

(Space Below This Line Reserved For Lender and Recorder)

STATE OF WASHINGTON
COUNTY OF HOOD RIVER

83658

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT WAS PREPARED BY

Shirley A. Welch

OF Hood River, Oregon

AT Hood River, Oregon on 21st day of February, 19 77

WAS RECORDED IN BOOK 54 PAGE 59

OF Hood River, Oregon

RECORDED BY Shirley A. Welch

DATE 21st day of February, 19 77

BY Shirley A. Welch

NOTARY PUBLIC

STATE OF WASHINGTON

COUNTY OF HOOD RIVER

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