

84829

SK-10543  
1-5-1-100

# DEED OF TRUST

THIS DEED OF TRUST is made this sixth day of September 19 77 among the Grantor, **RONALD L. WILSON and NYLA G. WILSON, husband and wife**

therein "Borrower", TransAmerica Title Company, therein "Trustee", and the Beneficiary, Riverview Savings Association, a corporation organized and existing under the laws of Washington, whose address is 700 N. E. Fourth Avenue, Camas, Washington 98607 therein "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:

A tract of land in the Southeast 1/4 of the Northwest 1/4 Section 8, Township 1 North, Range 2, East W.M. described as follows:

Beginning at the Northeast corner of the Southeast 1/4 of the Northwest 1/4; thence South 330 feet along the East line of the Southeast quarter of said Northwest 1/4 to the true point of beginning; thence continue South along said East line 330 feet; thence West parallel to the South line of the Northwest 1/4 a distance of 660 feet; thence North parallel with the East line of said Northwest 1/4 a distance of 330 feet; thence East parallel with the North line of said Northwest 1/4 a distance of 660 feet to the true point of beginning.

Subject to easements and restrictions of record.

Witness my hand and seal of office this sixth day of September 19 77 at Well Center Road, Washington, 98671.

Forasmuch as all of the improvements now or hereafter situated on the property, and all easements, rights, and interests in and about included in the title and authorities given herein to Lender to collect and apply such amounts, including interest and penalties and profits, taxes, water rights, and water, rock, 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 and the land hereon situate if this Deed of Trust is on a loan hereof, are herein referred to as the "Property".

To have and to receive, and the repayment of the indebtedness evidenced by Borrower's note dated October 10, 2002 (herein "Note"), in the principal sum of Forty-Eight Thousand and 00/100 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 October 10, 2002. The payment of all other sums, with interest thereon, shall be made by Borrower to protect the security of this Deed of Trust, and the performance of the covenants and obligations of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is the sole owner 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, or any title insurance policy insuring Lender's interest in the Property.



**Uniform Covenants.** 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 late charges as provided in the Note, and the principal of and interest on any future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein "Funds" equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

time to time, and the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Fund and an acceptable fee permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and, unless such agreement is made, no application requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums advanced by this Deed of Trust.

By: If the amount of the Funds held by Lender, together with the future monthly installments of Funds, is not sufficient to pay the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay such taxes, assessments, insurance premiums and ground rents, then the deficiency shall be paid by Borrower to Lender on or before the date promptly received by 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, then Lender or Borrower shall pay to Lender any amount necessary to make up the deficiency without delay from the date the deficiency is notified by Lender to Borrower requesting payment thereof.

Open payment in full of all sums secured by this Deed of Trust. Lender shall promptly refund to Borrower the sums held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise disposed of, the provisions of this paragraph shall apply, no later than immediately prior to the sale of the Property or the date of the disposition of the Property, by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law or order of a court of competent jurisdiction requires otherwise, the payments made by the Borrower under paragraph 1 hereof shall be applied to the principal of the loan first, then to the interest payable on the loan, then to the payment of any other amounts due by the Borrower to the Lender, and finally to the payment of any future advance.

4. **Charges, Liens.** Borrower shall pay all taxes, as the same may be levied, on the Property, which may attach to the Property over the term of the Deed provided under paragraph 3 hereof or if not paid to the above hereto. Borrower, shall promptly pay for all such taxes, and in the event Borrower shall make payment direct to the lender, Borrower shall promptly discharge any lien which may be required to discharge any such lien so long as the lien is a lien in a manner acceptable to Lender or in the event of any proceedings which operate to prevent the discharge of such lien.

§. **Hazard Insurance.** Borrower shall be obligated to maintain hazard insurance on the property covered by this mortgage against loss by the hazards included within the policy of the insurance company selected by the borrower, and in such amounts and for each period as required by the lender. The lender shall be named as the beneficiary of such coverage except that amount of coverage necessary to pay the principal of the loan.

that such approval shall not be unreasonably withheld or delayed by the insurance carrier.

All insurance policies and coverages shall be in force and effect at all times and shall be in favor of and in compliance with the terms and conditions of the Loan Agreement. Lender and Borrower shall promptly provide to Lender all documents and information requested by Lender. Borrower shall give prompt notice to Lender of any change in the insurance coverage provided by Borrower.

the mortgagee, or assignee, of the mortgage, shall not be deemed to have notice of the assignment of the mortgage to the assignee, until the assignee has been duly recorded in the public records of the county in which the property is situated. If the mortgage is assigned to the assignee, the assignee shall be deemed to have notice of the assignment of the mortgage to the assignee, until the assignee has been duly recorded in the public records of the county in which the property is situated. If the mortgage is assigned to the assignee, the assignee shall be deemed to have notice of the assignment of the mortgage to the assignee, until the assignee has been duly recorded in the public records of the county in which the property is situated.

On 15 October 1991, the President of the Council of Ministers, Mr. J. L. Carreras Querol, informed the President of the Commission, Mr. Jacques Delors, of the measures taken by the Government of Spain to comply with the provisions of the Directive on the protection of the environment in the field of transport. The President of the Council of Ministers stated that the measures taken by the Government of Spain were in line with the provisions of the Directive and that the Government of Spain was committed to the implementation of the Directive in the field of transport.

6. **Preservation and Maintenance of Property.** The Board of Condominiums Planned Unit Developments, Inc. shall keep the Property in good repair and shall cause the same to be kept in good repair. The Board shall also cause the Property to be kept in good repair and shall comply with the provisions of any order of the Court in this regard. The Board shall also cause the Property to be kept in good repair and shall comply with the provisions of any order of the Court in this regard. The Board shall also cause the Property to be kept in good repair and shall comply with the provisions of any order of the Court in this regard.

**7. Protection of Lender Security.** If Borrower is required to secure the Loan with a mortgage, Borrower agrees to execute and record a deed of trust, or other instrument, in favor of Lender, for the purpose of securing the Loan. The deed of trust, or other instrument, shall be subject to the following conditions, including but not limited to, ensuring that Lender's security interest in the Property is properly perfected and that Lender is the first and only lender to be paid in full from the proceeds of any sale or liquidation of the Property, and that Lender is the first and only lender to be paid in full from any insurance proceeds payable to or for the benefit of the Property. Borrower shall execute and record the deed of trust, or other instrument, in favor of Lender, and shall take such action as is necessary to protect Lender's interest in the Property, including but not limited to, obtaining a reasonable attorney's fees and costs, upon the Property, to make certain. If Lender is required to maintain and pay the cost of insurance on the Property, Lender shall have the right to require Borrower to obtain and maintain such insurance as a condition of making the loan secured by this Deed of Trust. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 1 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall, to the extent additional indebtedness of Borrower secured by this Deed of Trust, Lender and Borrower agree in other terms of payment, such amounts shall be payable upon notice from Lender to Borrower regarding payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the same unless payment of interest at such rate would be contrary to applicable law, in which case such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense of taking 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 therefore related to Lender's interest in the Property.



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## DEED OF TRUST

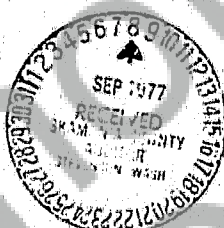
THIS DEED OF TRUST is made this ..... sixth ..... day of ..... September .....  
 19... 77... among the Grantor, **RONALD L. WILSON and NYLA G. WILSON, husband and wife** .....  
 ..... (herein "Borrower"),  
 TransAmerica Title Company (herein "Trustee"), and the Beneficiary, Riverview Savings Association, a corporation organized  
 and existing under the laws of Washington, whose address is 700 N. E. Fourth Avenue, Camas, Washington 98607 (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:

A tract of land in the Southeast 1/4 of the Northwest 1/4 Section 8, Township 1  
 North, Range 5, East W.M. described as follows:

Beginning at the Northeast corner of the Southeast 1/4 of the Northwest 1/4;  
 thence South 330 feet along the East line of the Southeast quarter of said  
 Northwest 1/4 to the true point of beginning; thence continue South along said  
 East line 330 feet; thence West parallel to the South line of the Northwest 1/4  
 a distance of 660 feet; thence North parallel with the East line of said North-  
 west 1/4 a distance of 330 feet; thence East parallel with the North line of  
 said Northwest 1/4 a distance of 660 feet to the true point of beginning.

Subject to easements and restrictions of record.



which has the address of Bell Center Road ..... Wash. 98611  
 (City) (State and Zip Code)  
 Washington 98671 ..... (herein "Property Address")

Into trust with all the improvements now or hereafter erected on the property, and all easements, rights,  
 appurtenances, rents (subject however to the right 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  
 for 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 .....  
 (herein "Note"), in the principal sum of **FORTY-EIGHT THOUSAND 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  
 October 10, 2002 .....; 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 in 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.



## UNIFORM COVENANTS. 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 late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until this Note is paid in full a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with its future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such 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.

Up in payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, the Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first to payment of interest 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 interest and principal on any Future Advances.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fees and disbursements attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments and ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by check or money order payable directly to the payee thereof. Borrower shall promptly furnish to Lender a notice of payment of the taxes, assessments, fees and disbursements, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender a receipt for such payment. Borrower shall promptly discharge any lien which has priority over the Property, and shall not be required to discharge any such lien so long as Borrower is not in default of its obligations under this Deed of Trust. Borrower shall not be required to discharge any such lien in a manner acceptable to Lender, or shall not be required to pay the cost of any legal proceedings, which operate to prevent the enforcement of the lien of the lender, or the enforcement of any lien, against loss by fire, hazards included within the terms of the insurance policy, or against loss by theft, or against loss by any other cause, and in such amounts and for such periods as Lender may deem reasonable. Lender shall not be required to advance such costs as exceed that amount of coverage required by the insurance policy under this Deed of Trust.

The insurance carrier providing the insurance shall not be deemed to have agreed to provide coverage for such losses as exceed that amount of coverage required by the insurance policy under this Deed of Trust. The insurance carrier shall not be deemed to have agreed to provide coverage for such losses as exceed that amount of coverage required by the insurance policy under this Deed of Trust. The insurance carrier shall not be deemed to have agreed to provide coverage for such losses as exceed that amount of coverage required by the insurance policy under this Deed of Trust.

All insurance policies and renewals hereunder shall be in favor of Lender and shall be assigned to Lender. Lender shall have the right to cancel or to change in favor of and in form acceptable to Lender. Lender shall have the right to cancel or to change in favor of and in form acceptable to Lender. Lender shall have the right to cancel or to change in favor of and in form acceptable to Lender.

Unless Lender and Borrower otherwise agree in writing, Lender shall have the right to cancel or to change in favor of and in form acceptable to Lender. Lender shall have the right to cancel or to change in favor of and in form acceptable to Lender. Lender shall have the right to cancel or to change in favor of and in form acceptable to Lender.

Unless Lender and Borrower otherwise agree in writing, Lender shall have the right to cancel or to change in favor of and in form acceptable to Lender. Lender shall have the right to cancel or to change in favor of and in form acceptable to Lender. Lender shall have the right to cancel or to change in favor of and in form acceptable to Lender.

**6. Preservation and Maintenance of Property: Households, Condominiums, Planned Unit Developments.** Borrower shall keep the Property in good repair and shall comply with the provisions of any laws or the Declaration, Covenants, Conditions and Restrictions of the Property, or the Declaration, Covenants, Conditions and Restrictions of the Property, or the Declaration, Covenants, Conditions and Restrictions of the Property.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, involuntary, judicial enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such applications, institute such suits and take such action as is necessary to protect Lender's interest, including, but not limited to, "attachment of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premium required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall be an additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree in other terms of payment, such 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 require Lender to incur any expense or take 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 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 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.

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.

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.

13. **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's 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 or Lender when given in the manner designated herein.

15. **Uniform Deed of Trust Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations. A jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a confirmed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If 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 lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, 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, decline all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption 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. If Borrower 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.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

18. **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 at a date not less than 120 days in the future. The notice shall further inform Borrower of (a) the right to reinstate after acceleration, (b) 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 (c) 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 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 designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property as sold without any covenant or warranty, expressed or implied. The recitals in 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 Reinstatement.** 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 (a) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (b) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then 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, 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.

Ronald L. Wilson

Nyla G. Wilson

STATE OF WASHINGTON, Clark

On this sixth day of September, 1977, I, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn to, personally appeared RONALD L. WILSON and NYLA G. WILSON, husband and wife, who are known to be the individual(s) described in and who executed the foregoing instrument, and who made known to me they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal after the above said and signed at the City of Seattle, Washington.

My Commission expires 12/31/78

#### REQUEST FOR RECONVEYANCE

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 by you and hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereto, 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)

84829

STATE OF WASHINGTON  
COUNTY OF SKAMAHIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Alan C. Tichler

of Skamania County, WA

1977 Sept 8 11:17

WAS RECORDED IN BOOK 54

OF PAGE 603

RECORDS OF SKAMAHIA COUNTY, WASH.

JP Tichler

COUNTY CLERK

E. Mansford

REGISTERED	<input checked="" type="checkbox"/>
INDEXED-DIR	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>