

84894

SK10540
2-5-20-108

DEED OF TRUST

THIS DEED OF TRUST is made this 7th day of September 1977 among the Grantor WILLIAM C. SCOWLES and IZETTA G. SCOWLES (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 Skanania State of Washington:

The North 200' of the following described property:

Beginning at the Southwest corner of the East half of the Northeast quarter of Section 20, Township 4 North, Range 5 E.M.M.; thence North 1° 23' 48" east along the West line of the East half of said Northeast quarter, 237.60 feet to the true point of beginning; thence continuing North 1° 12' 37" East 745.29 feet to the South line of the North half of the Northeast quarter of the Northeast quarter of said section 20; thence South 88° 12' 37" East along said South line 534.18 feet to the center of a private road here particularly described on an airt plan approval recorded at pages 43 to 43d of book 1 of short plats under Auditor's File No. 82512, Records of Skamania County, Washington; thence Southerly along the center of, and to a point which bears South 88° 12' 37" East of and true point of beginning; thence North 88° 12' 37" West 590.71 feet to the true point of beginning.

Subject to easements and restrictions of record.

Which has been recorded in the County of Skanania State of Washington on the 24th day of September 1977 in Book 54 Page 646 of the Public Records of said County.

Notwithstanding the above recited power to foreclose exercised on the property, and all covenants, rights, remedies, and other things in respect to the right and authority granted herein to Lender to collect and apply such sums as may be due on the property, and to sell, lease, and otherwise dispose of the property, and all future now or hereafter acquired interests in all or a portion of the property, and all other sums, shall be deemed to be a lien in part on the property covered by this Deed of Trust, and all of the foregoing, together with said property, shall constitute a first Deed of Trust in and to said property and have no relation to the "Property".

That the said Borrower, by the payment of the indebtedness evidenced by Borrower's note dated August 24, 1977 in the principal sum of FIFTY THOUSAND Dollars, with interest thereon, providing for monthly payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 14, 2008, the payment of all other sums, with interest thereon, as and in accordance herewith to protect the security of the Deed of Trust, and the performance of the obligations and agreements of Borrower herein contained, and (b) the payment of any future advances, with interest thereon, made by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Both the Borrower and Lender are lawful owners of the estate hereby conveyed and has the right to grant and convey the Property, the Property is unencumbered, and that Borrower will warrant and defend generally to Lender the Property against all claims and demands, subject to any liens, encumbrances or restrictions listed hereon, and all other claims or demands, 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 days monthly installments of principal and interest are payable under the Note, until the Note is paid in full a sum, herein "Funds", equal to one-twelfth of the yearly taxes and assessments which may attach, except over the 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 and taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said accounts or verifying and compiling said assessments and bills, unless Lender pays the cost of interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender hereby 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 in writing, the requirement that such interest be paid to Lender shall not be required to pay Borrower any amount or amount on the Funds. Lender shall pay to Borrower without charge, or annual assessment of the Funds, any amount or amount on the Funds and the purpose for which each debt to the Funds was made. The Funds are provided as additional security for the debts secured by this Deed of Trust.

If the account of the Funds held in Lender, together with the above monthly contributions of Funds payable there to the due dates of taxes, assessments, insurance premiums and ground rents, which are the amounts required to pay and taxes, assessments, insurance premiums and ground rents, the balance of the Funds shall be credited to the account of the Funds, and promptly repaid to Borrower or credited to the account of the Funds. If the account of the Funds is overdrawn, the Funds held by Lender shall not be sufficient to pay the amount of the overdraw, Lender shall pay to Borrower the amount of the overdraw by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, the account of the Funds shall be closed and the balance held by Lender. If under paragraph 1 hereof the account of the Funds is overdrawn, the account of the Funds shall apply, no later than immediately preceding the date of the next payment of principal or interest, to the account of the Funds of the time of application of a credit to the account of the Funds.

3. **Application of Payments.** Lender shall apply the payments made by Borrower to the account of the Funds in accordance with paragraph 1 and 2 hereof, and the balance of the Funds shall be applied to the account of the Funds in accordance with paragraph 3 hereof.

4. **Charges, Liens, Easements, Encumbrances, and Other Matters.** Borrower shall pay to Lender, on the days monthly installments of principal and interest are payable under the Note, until the Note is paid in full a sum, herein "Funds", equal to one-twelfth of the yearly taxes and assessments which may attach, except over the 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.

5. **Hazard Insurance.** Borrower shall maintain in force and effect hazard insurance on the Property, and shall pay the premium thereon, and shall keep the Property insured against loss by fire, lightning, explosion, and other causes, and in such a manner and for such amount as shall be determined by Lender, and shall pay the premium thereon, and shall keep the Property insured against loss by fire, lightning, explosion, and other causes, and in such a manner and for such amount as shall be determined by Lender, and shall pay the premium thereon.

6. **Preservation and Maintenance of Property.** Lender shall maintain in force and effect hazard insurance on the Property, and shall pay the premium thereon, and shall keep the Property insured against loss by fire, lightning, explosion, and other causes, and in such a manner and for such amount as shall be determined by Lender, and shall pay the premium thereon.

7. **Protection of Lender's Security.** Borrower shall not perform the assessments and obligations 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 proceedings, code which require or otherwise require the filing of a bankruptcy or receivership, then Lender of Lender's report upon notice to Borrower may make such application for assessment of sums and tax such action if it is necessary to preserve Lender's interest, including but not limited to assessment of reasonable attorney's fees and entry upon the Property to make repairs. If Lender requires mortgage 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 of applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 3 hereof.

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. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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, at 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 by 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, declare 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 (i) the right to reinstate 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 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 the 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 give such notice regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law requires. 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 in 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 Reinstate.** 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 (1) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (2) 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, but 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.

William C. Sowles
William C. Sowles-Borrower

IZETTA G. SOWLES
IZETTA G. SOWLES-Borrower

STATE OF WASHINGTON, CLATSOP COUNTY, SKAMANIA County ss:

On this 7th day of SEPTEMBER, 1977, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM C. SOWLES and IZETTA G. SOWLES (husband and wife) 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 their 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: 5/20/77

William C. Sowles
Notary Public in and for the State of Washington residing at

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)

84894

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY

Wm C Sowles
OF *Skamania, Wash*

AT 10:30 AM, Sept. 16, 1977

WAS RECORDED IN BOOK 54

OF *127* AT PAGE 646

RECORDS OF SKAMANIA COUNTY, WASH

Wm C Sowles
COUNTY AUDITOR

BY *E. Mansford*

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED

Return To: R. S. A.
Box 1068
CAMAS, WASH. 98607