

84939

BOOK 54 PAGE 699

LN # 400-5 049902
TITLE# SK-10546

STATE OF WASHINGTON

FWS FORM NO. 2189-7

Rev. August 1975

SK 10546

3-8-17-D-4900

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, is made this 19TH day of SEPTEMBER, 1977

BETWEEN JIMMIE W. DANLEY AND LINDA D. DANLEY, HIS WIFE as Grantor,

whose address is 007-L ALPINE LANE CARSON, WASHINGTON 98610

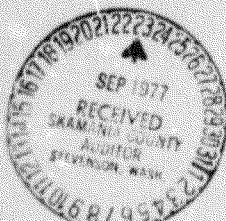
and RAINIER NATIONAL BANK as Trustee

whose address is 1100 SECOND AVENUE, SEATTLE, WASHINGTON 98124

and RAINIER MORTGAGE COMPANY, A WASHINGTON CORPORATION

whose address is 101 SOUTH TENTH, TACOMA WASHINGTON 98402

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee or trustee with power of sale, the following described property in SKAMANIA

LOT 21 OF CARSON VALLEY PARK, ACCORDING TO THE OFFICIAL
PLAY THEREOF, OF FILE AND OF RECORD AT PAGE 145 OF BOOK
A OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

THIS DEED OF TRUST is made in full satisfaction of the indebtedness of the Grantor to the Trustee, and the Trustee, its assigns and its successors, for the sum of Twenty-three thousand six hundred fifty and no/100 (\$23,650.00) Dollars.

The Grantor covenants and agrees as follows:
1. That he will pay the indebtedness secured hereby, through the Trustee, in monthly payments of principal and interest payable under the terms of the note secured hereby, on the first day of each month, and will not make any other payment on the debt or which, or in an amount equal to one or more monthly payments on the principal due on the first day of each month, in the month of each month prior to maturity. From the date hereof, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

2. That he will pay to the Trustee, together with any and all addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, on the first day of each month, and will not make any other payment on the debt or which, or in an amount equal to one or more monthly payments on the principal due on the first day of each month, in the month of each month prior to maturity. From the date hereof, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

3. That he will pay to the Trustee, together with any and all addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, on the first day of each month, and will not make any other payment on the debt or which, or in an amount equal to one or more monthly payments on the principal due on the first day of each month, in the month of each month prior to maturity. From the date hereof, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

4. That he will pay to the Trustee, together with any and all addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, on the first day of each month, and will not make any other payment on the debt or which, or in an amount equal to one or more monthly payments on the principal due on the first day of each month, in the month of each month prior to maturity. From the date hereof, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

5. That he will pay to the Trustee, together with any and all addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, on the first day of each month, and will not make any other payment on the debt or which, or in an amount equal to one or more monthly payments on the principal due on the first day of each month, in the month of each month prior to maturity. From the date hereof, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

6. That he will pay to the Trustee, together with any and all addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, on the first day of each month, and will not make any other payment on the debt or which, or in an amount equal to one or more monthly payments on the principal due on the first day of each month, in the month of each month prior to maturity. From the date hereof, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

7. That he will pay to the Trustee, together with any and all addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, on the first day of each month, and will not make any other payment on the debt or which, or in an amount equal to one or more monthly payments on the principal due on the first day of each month, in the month of each month prior to maturity. From the date hereof, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

8. That he will pay to the Trustee, together with any and all addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, on the first day of each month, and will not make any other payment on the debt or which, or in an amount equal to one or more monthly payments on the principal due on the first day of each month, in the month of each month prior to maturity. From the date hereof, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

9. That he will pay to the Trustee, together with any and all addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, on the first day of each month, and will not make any other payment on the debt or which, or in an amount equal to one or more monthly payments on the principal due on the first day of each month, in the month of each month prior to maturity. From the date hereof, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

10. That he will pay to the Trustee, together with any and all addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, on the first day of each month, and will not make any other payment on the debt or which, or in an amount equal to one or more monthly payments on the principal due on the first day of each month, in the month of each month prior to maturity. From the date hereof, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

11. That he will pay to the Trustee, together with any and all addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, on the first day of each month, and will not make any other payment on the debt or which, or in an amount equal to one or more monthly payments on the principal due on the first day of each month, in the month of each month prior to maturity. From the date hereof, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in such former Trustee's Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

21. This Deed shall make no valid and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including progenies of the same, secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.

22. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid to the address of the property above described, or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any same period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

Witness the hands and seals of the parties on the day and year first above written.

James W. Dawley
James W. Dawley

RECEIVED AT WASHINGTON,

DECEMBER 19 1977

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STATE OF WASHINGTON
COUNTY OF GRAYS HARBOR

Therby certify that this within Deed of Trust was filed in this office for record on the 19th day of December, A.D. 1977, at 10 o'clock A.M. and was duly recorded in Book 54 of Records of Mortgages of GRAYS HARBOR County, State of Washington, on page 677.

REGISTERED
INDEXED - DIN
INDEXED - REC
RECORDED
COMPARED
MAILED

James W. Dawley
County Auditor
By *E. Mayfield*

84939

BOOK 54 PAGE 679

LN # 400-5-049902
TITLE# SK-10546STATE OF WASHINGTON
PRA FORM NO. 2189-T
Rev. August 1973

SK 10546

3-8-17-0-4900

DEED OF TRUST

This form is used in connection with
deeds of trust insured under the one-
to-four-family provisions of the National
Housing Act.

THIS DEED OF TRUST, is made this 19TH day of SEPTEMBER, 1977

BETWEEN JIMMIE W. DANLEY AND LINDA D. DANLEY, HIS WIFE as Grantor,

whose address is 007-L ALPINE LANE CARSON, WASHINGTON 98610

and RAINIER NATIONAL BANK as Trustee,

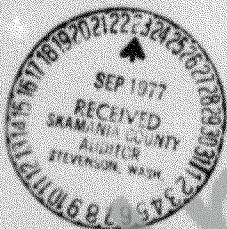
whose address is 1100 SECOND AVENUE, SEATTLE, WASHINGTON 98124

and RAINIER MORTGAGE COMPANY, A WASHINGTON CORPORATION

as Beneficiary,

whose address is 101 SOUTH TENTH, TACOMA WASHINGTON 98402

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust with power of sale, the following described property in SKAMANIA County, Washington:

LOT 21 OF CARSON VALLEY PARK, ACCORDING TO THE OFFICIAL
PLAT THEREOF OF FILE AND OF RECORD AT PAGE 140 OF BOOK
A OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

TAKEN TOGETHER WITH all the covenants, conditions, and appurtenances hereunto in anywise appertaining, and the heirs, assigns and posterity thereof.

THIS DEED OF TRUST is in full REPLY OF SKAMANIA COUNTY, WASHINGTON, to a deed of trust or deed of trust and mortgage contained in the deed of trust of the name of TWENTY-THREE THOUSAND SIX HUNDRED FIFTY AND NO/100 dollars, \$23,850.00, with interest thereon according to the terms of said deed of trust, and with payment to Beneficiary of order and made by Grantor, and any such further sums as may be advanced or loaned by Beneficiary to Grantor and any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

The Grantor covenants and agrees as follows:

1. That he will pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity, from time to time. That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until said note is fully paid, the following sums:

(a) Amount sufficient to provide the Beneficiary with funds to pay the next mortgage insurance premium if the instrument and the note secured hereby, are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(1) If and so long as said note and this instrument are insured or are covered under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Beneficiary one (1) month prior to its due date, the annual mortgage insurance premium in order to provide the Beneficiary with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder; or

(2) If and so long as said note and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge in lieu of a mortgage insurance premium which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account delinquencies or prepayments.

A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due, and payable on such insurance policies as may be required under paragraph 9 hereof, satisfactory to Beneficiary. Grantor agrees to deliver promptly to Beneficiary all bills and notices thereof, less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments; and

All payments, mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

(1) Premium charges under the contract of insurance with the Secretary of Housing and Urban Development or monthly charge in lieu of mortgage insurance premiums in the case may be;

(2) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(3) interest on the note secured hereby; and

(4) accumulation of the principal of said note;

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The arrangement provided for in paragraph 2 hereof for the added protection of the Beneficiary and remedy for nonpayment by the Beneficiary, prior to the time the Beneficiary exercises its power of sale, shall be made good by the Grantor assignment of this Deed of Trust by the

such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be deemed with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale unless any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

21. This Deed of Trust shall bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. The obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including assignees, of the mortgage secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, the plural shall include the singular and the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement. It is intended to be construed as if not containing the provisions or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.

22. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the beneficiary above described, or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any notice required provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

Witness the hand and seal of the Grantor at the City and State first above written.

James M. Dwyer
Indorsed by

STATE OF WASHINGTON

COUNTY OF CLALLAM

Know all men by these presents, that I, *James M. Dwyer*, of the County of *Clallam*, State of *Washington*, do hereby certify that the within Deed of Trust was filed in this office for Record on the

of *September* A.D. 19*27* at *10* o'clock *A.M.* and was duly recorded in Book *54* of Records of Mortgages of *Clallam* County, State of Washington, on page *677*

and I further certify that the within Deed of Trust was duly recorded in the public records of the County of *Clallam*, State of *Washington*, on the *27th* day of *September*, A.D. 19*27*, at *10* o'clock *A.M.*

Witness my hand and seal of office at the City of *Seattle*, State of *Washington*, this *27th* day of *September*, A.D. 19*27*.

Notary Public for the State of Washington

My Commission Expires on the *27th* day of *September*, A.D. 19*28*

My Office is located at *1000* *First* *Street*, *Seattle*, *Washington*

My Qualification is *Notary Public*

My Bond is for the sum of *1000* *Dollars*

My Fee is *Five* *Cents*

My Seal is *Notary Public*

My Commission is *Notary Public*

My Office is *Notary Public*

My Qualification is *Notary Public*

My Bond is for the sum of *1000* *Dollars*

My Fee is *Five* *Cents*

My Seal is *Notary Public*

My Commission is *Notary Public*

My Office is *Notary Public*

My Qualification is *Notary Public*

My Bond is for the sum of *1000* *Dollars*

My Fee is *Five* *Cents*

My Seal is *Notary Public*

My Commission is *Notary Public*

My Office is *Notary Public*

My Qualification is *Notary Public*

REGISTERED
 INDEXED: C.R.
 INDEXED: C.T.

By *J. M. Dwyer*

84939

BOOK 54 PAGE 679

LN # 400-5-049902
TITLE# SK-10546STATE OF WASHINGTON
FHA FORM NO. 2189-T
Rev. August 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, is made this 19TH day of SEPTEMBER, 1977

BETWEEN JIMMIE W. DANLEY AND LINDA D. DANLEY, HIS WIFE, as Grantor,

whose address is 007-L ALPINE LANE CARSON, WASHINGTON 98610

and RAINIER NATIONAL BANK, as Trustee,

whose address is 1100 SECOND AVENUE, SEATTLE, WASHINGTON 98124

and RAINIER MORTGAGE COMPANY, A WASHINGTON CORPORATION, as Beneficiary,

whose address is 101 SOUTH TENTH, TACOMA WASHINGTON 98402

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in SKAMANIA County, Washington

LOT 21 OF CARSON VALLEY PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF, OF FILE AND OF RECORD AT PAGE 148 OF BOOK A OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.



TOGETHER WITH all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each payment of Grantor herein contained and payment of the sum of TWENTY-THREE THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS IS 23,650.00 with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, and such further sums as may be advanced or loaned by Beneficiary to Grantor or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

The Grantor covenants and agrees as follows:

1. That he will pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity. Provided, however, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until said note is fully paid, the following sums:

- (a) An amount sufficient to provide the Beneficiary with funds to pay the next mortgage insurance premium, if this instrument and the note secured hereby are insured, or a monthly charge on lieu of a mortgage insurance premium if they are held by the Secretary of Housing and Urban Development, as follows:
 - (i) If and so long as said note and this instrument are insured or are secured under the provisions of the National Housing Act an amount sufficient to accumulate in the hands of the Beneficiary one (1) month prior to its due date, the annual mortgage insurance premium in order to provide the Beneficiary with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended and applicable regulations thereunder; or
 - (ii) If and so long as said note and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge on lieu of a mortgage insurance premium which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account delinquencies or prepayments.
- (b) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on such insurance policies as may be required under paragraph 9 hereof, satisfactory to Beneficiary. Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:
 - (i) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge on lieu of mortgage insurance premium, as the case may be;
 - (ii) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (iii) interest on the note secured hereby; and
 - (iv) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The arrangement provided for in paragraph 2 is solely for the added protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantee all rights of the Grantor with respect to any funds accumulated hereunder.

6. To complete or restore property and in good workmanlike manner any building or improvement, when they destroyed thereon, and pay, when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees

(b) To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof.

(ii) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of successive consecutive days.

2. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with said

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. The property shall not be used for other than the use of a residence, and shall not be used principally or primarily for agricultural or farming purposes.

9. To keep the buildings, improvements and contents thereof insured from time to time by the Beneficiary, against loss by fire and other hazards, casualties and contingencies in such amount and for such periods as

[illegible][illegible][illegible]

12. To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustor with interest from the date of such advance or expenditure at the rate provided on the promissory note, and the repayment thereof shall be a condition precedent to the exercise of the power of appointment herein conferred upon Beneficiary or Trustor. Failure to repay such expenditure or advance and interest within ten (10) days of the mailing of such notice shall constitute an irrevocable assignment of the property interest herein conferred upon Beneficiary or Trustor for the recovery of such expenditure or advance and interest. Beneficiary or Trustor shall be liable, in addition to the amount of such expenditure or advance and interest, for the reasonable attorney's fees and costs incurred by Grantor in the enforcement of this provision.

13. To do all acts and make all payments required of tenants by local, State and Federal law and this Chapter, payable for insurance under the National Housing Act and any amendments thereto and all requirements for such insurance under the time and in the manner required by said Act, any amendments thereto, and said regulations, and agrees not to take any action or suffer to be taken, any act which will void such insurance so long as any other benefits secured remains unfulfilled.

IT IS THE POLICY OF THE UNIVERSITY OF ALABAMA THAT

[illegible][illegible]

16. By accepting payment of the sum set forth hereon after the date of the final discharge of the estate, the beneficiary hereby agrees to pay the sum set forth in the other sums or sums set forth herein as the debt of the estate.

[illegible]

13. The collection of rents, issues, and profits, of the premises herein, and other similar policies or compensation of goods for a taking damage to the property, and the application or release thereof available, shall not cure or waive any default or notice of default hereunder.

[illegible][illegible][illegible]

21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto, and their heirs, assigns, and successors, and shall not be limited by the provisions of the laws of the State of Washington, such construction or invalidity shall not invalidate any other provisions of this agreement, but shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be

22. Any notices to be given to Grantee by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the property above described, or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail.

Witness the hand and seal of the Grantors on the day and year first above written.

James W. Dancy
Linda Dancy

附錄 2 2011 年 10 月 1 日以前

68311-38 01-300

1. The undersigned, a duly sworn public

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

Described as "the most powerful force for change in the world," the Internet has become a global village, connecting people from all over the world. The Internet has become a powerful tool for communication, education, and entertainment. It has also become a source of information and a platform for social interaction. The Internet has changed the way we live, work, and play. It has made the world a smaller place and has brought us closer together than ever before.

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The author thanks the two anonymous reviewers for their helpful comments and suggestions. The author also thanks the Department of Health and Human Services, Office of the Assistant Secretary for Health, for their support and assistance in the development of this manuscript. The author also thanks the Department of Health and Human Services, Office of the Assistant Secretary for Health, for their support and assistance in the development of this manuscript. The author also thanks the Department of Health and Human Services, Office of the Assistant Secretary for Health, for their support and assistance in the development of this manuscript.

参考文献: [1] 王德成, 王德成. 中国人口学. 北京: 中国人口出版社, 1998.

849:39

STATE OF WASHINGTON
COUNTY OF *Snohomish*

I hereby certify that this within Deed of Trust was filed in this office for Record on the 23rd of Sept A.D. 1927 at 10 o'clock P.M. and was duly recorded in Book 54 of Records of Mortgages of CANNANIA County, State of Washington, on page 677

By E. M. Paul County Auditor

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

STATE OF WASHINGTON
FILE NO. 2189-T
Rev. August 1975

SK 10546

20-7-D-1900

DEED OF TRUST

This form is used in connection with
deeds of trust insured under the one-to-
four-family provisions of the National
Housing Act.

THIS DEED OF TRUST is made this 19TH day of SEPTEMBER, 1977

BETWEEN JIMMIE W. DANLEY AND LINDA D. DANLEY, HIS WIFE as Grantor,

whose address is 007-L ALPINE LANE CARSON, WASHINGTON 98610

and RAINIER NATIONAL BANK as Trustee,

whose address is 1100 SECOND AVENUE, SEATTLE, WASHINGTON 98124

and RAINIER MORTGAGE COMPANY, A WASHINGTON CORPORATION

as Beneficiary,

whose address is 101 SOUTH TENTH, TACOMA WASHINGTON 98402

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in SKAMANIA County, Washington:

LOT 11 OF CARSON VALLEY PARK, ACCORDING TO THE OFFICIAL
PLAT THEREOF, OF FILE AND OF RECORD AT PAGE 148 OF BOOK
A OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

TOGETHER WITH all the covenants, conditions, and appurtenances hereunto in anywise appertaining, and the rents, issues, and profits thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of a promissory note of \$23,650.00, dated and payable as follows: **TWENTY-THREE THOUSAND SIX HUNDRED FIFTY AND NO/100** 23,650.00
with interest thereon according to the terms of a promissory note of said date, to-wit: payable to Beneficiary or order and made by Grantor, and which said further sums, as they be advanced or loaned by Beneficiary or order to any of the successors herein, give, together with interest thereon, priority over all other claims and liens upon the above described property.

Grantor will pay the scheduled and accrued interest. Priority is reserved to the principal in whole or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the basis of any money paid in maturity. That written notice of acceleration to exercise such privilege is given at least thirty (30) days prior to prepayment.

Grantor agrees to pay to Beneficiary together with, and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until said debt is fully paid, the following sums:

An amount sufficient to provide the Beneficiary with funds to pay the next mortgage if, (1) since prepayment of this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(1) If and so long as said note and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Beneficiary one (1) month prior to its due date, the annual mortgage insurance premium, in order to provide the Beneficiary with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder; or

(2) If and so long as said note and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge in lieu of a mortgage insurance premium, which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account delinquencies or prepayments.

(3) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premium that will next become due and payable on such insurance policies as may be required under paragraph 4, second, satisfactory to Beneficiary. Grantor agrees to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor, by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments shall become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and assessments and special assessments; and

(4) All payments mentioned in the two preceding subparagraphs of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

(a) premiums charged under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge in lieu of mortgage insurance premium as the case may be;

(b) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(c) amounts due on note secured hereby; and

(d) the balance of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The area provided for in paragraph 4, is solely for the added protection of the Beneficiary and creates no responsibility on the Beneficiary a part beyond the showing of due credit, without interest, for the sums actually received by it. A portion of the Deed of Trust by the Beneficiary, and funds on hand shall be turned over to the assignee and any responsibility of the assignee, except the one mentioned, if such transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantor.

3. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, the Beneficiary may collect, and the Grantor agrees to pay with such payment, a "late charge" of four cents (4c) for each dollar (\$1) so overdue as liquidated damages for the additional expense of handling such delinquent payments.

4. If the total of the payments made by Grantor under (b) of paragraph 2 shall exceed the amount of payments actually made by Beneficiary for gross rents, taxes, assessments and insurance premiums, such excess, if the loan is current, at the option of Grantor, may be credited by Beneficiary on subsequent payments to be made by Grantor, or refunded to Grantor. If, however, the monthly payments made under (b) of paragraph 2, shall not be sufficient to pay ground rents taxes, assessments and insurance premiums, then Grantor shall make up the deficiency in cash payments. If the deficiency is not made up prior to the date when the payment of such ground rent, taxes, assessments, or insurance premiums shall be due, if at any time Grantor shall tender to Beneficiary, in accordance herewith, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor all payments made under the provisions of (a) of paragraph 2, which Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated pursuant to (b) of paragraph 2. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions of said Deed of Trust, then the property otherwise subject to this Deed of Trust shall be sold and the proceeds of such sale shall be applied to the discharge of the indebtedness secured hereby, and the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amount of principal then remaining unpaid under said note and properly adjust any payments which shall have been made under (a) of paragraph 2.

5. To keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to inspect the property at any time during reasonable hours.

6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and: If the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, (grantor further agrees:

(a) To commence construction promptly and in any event within thirty (30) days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary.

103 To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof.

16) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice to Grantor of such fact.

(d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with said building or improvements.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. The property that is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

9. To keep the buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made herebefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss, Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss of and amount payable by the Beneficiary, and each insurance company concerned, and shall endeavor to make good the loss. In the event of such loss, the Beneficiary may, at its option, elect to require the Grantor and Beneficiary to pay the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the Beneficiary.

10. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect to appear in or defend any such action or proceeding the Grantor shall, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable on demand. To pay all costs of suit, cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.

hereinafter in this trust, at least ten (10) days before delinquent all rents, taxes, assessments and other charges, charges or liens with respect to, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Declaration of Trust or any part thereof, which at any time may appear to be prior or superior hereto for which provision has not been made herebefore, and upon request will exhibit to Beneficiary's official escrower therefor, and to pay all taxes, reasonable costs, fees and expenses of this Trust on default by the Beneficiary may, at its option, pay, or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of each default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

and Beneficiary may immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiaries or Trustee, with interest from the date of such advance or expenditure at the rate provided on the principal debt, and the repayment thereof shall be secured hereby. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder. or, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

13. To do all acts and make all payments required or authorized to make and note and sign all legal eligible for insurance under the National Housing Act and any amendments therein; and all reasonable promulgated thereunder within the time and in the manner required by said Act; any amendments therein; and said regulations and orders not to do, cause or suffer to be done, any act which will void such insurance so long as any obligation hereby secured remains unpaid.

IT IS MUTUALLY AGREED THAT

34. Should Grantor fail to make any payment or to fully and properly provide their Beneficiary or Trustee, but without obligation to inform and without notice to or demand upon Grantor and without informing Grantor from and to Grantor hereof, may Make or in the same or such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to take upon the property for such purposes, commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ a lawyer, and pay his reasonable fees.

15. Should the property or any part of appurtenance thereof or right of interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake, or by any other manner, Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such taking or damage, and obtain any compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any insurance affecting the property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, release any moneys so received by it, or apply the same on any indebtedness secured hereby or apply the same to the restoration of the property, or it may elect. Grantor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds as Beneficiary or Trustee may require.

16. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums secured or to declare default for failure so to pay.

17. At any time upon written request of Beneficiary, payment of its fees and presentation of this Deed and the Note for endorsement in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness. Trustee may, at its option, consent to the making of any map or plat of said property; the joint in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed in the lien of charge thereof; (d) reconvey, without warranty, all or any part of the property. The covenants in any reconveyance may be described as "the person or persons legally entitled thereto", and the recitals thereof of any matters or facts, shall be conclusively proof of the truthfulness thereof.

16. The collector of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for injury, taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon delivery by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder to which this Deed and said note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof written statement at any office of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to eight (8) months' time from the date of this Deed, declaring to insure said note and this Deed, being deemed adequate proof of such insurability), or should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force and effect for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder.

20. I, Don deftly by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all my rights secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of the Beneficiary, Trustee shall sell the Trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person executing a Trust deed may be held liable for the following: (1) to the Beneficiary for the attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall belong to the Beneficiary. The Beneficiary shall have the right to receive the proceeds of the sale of the property, less the costs of sale, and the proceeds shall be distributed to the persons entitled thereto. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had, or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, and shall be subject to the right of the Beneficiary to redeem the property sold, in accordance with the provisions of law and of this Deed of Trust. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act, of the State of Washington is not an exclusive remedy and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of the deed, the deed shall be deemed to be the deed of the Beneficiary.

such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.

22. Notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the property above described, or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

Witness the hands and seals of the Notary Public on the day and year first above written

Jimmie W. Danley _____
Linda D. Danley _____

STATE OF WASHINGTON

COUNTY OF Clark

I, the undersigned, Notary Public

do hereby certify that on the 19th day of September

1984, Jimmie W. Danley and Linda D. Danley

appeared before me and acknowledged to me that they executed and sealed the same as their

deed in and to each other, with the intent to convey, and that they were at that time of legal age, of sound mind, and free and voluntary and not under any duress, coercion, or undue influence.

Given under my hand and official seal the day and year first above written.

Vancouver

RECORD FOR FULL RECONSTRUCTION

TO THE RECORDS OF THE COUNTY OF CLARK, STATE OF WASHINGTON, I have this day recorded the foregoing Deed of Trust, and the same is hereby certified to be a true and correct copy of the original as the same appears to me. In witness whereof, I have hereunto set my hand and official seal at Vancouver, Washington, this 19th day of September, 1984.

Notary

Mail requisition to

84939

STATE OF WASHINGTON
 COUNTY OF GRAMMIA

I hereby certify that this within Deed of Trust was filed in this office for Record on the 23 day of Sept A.D. 1977, at 10 o'clock A.M., and was duly recorded in Book 54 of Records of Mortgages of GRAMMIA County, State of Washington, on page 619

REGISTERED
 INDEXED - DIR.
 INDIRECT

By *E. Mayfield*

84939

BOOK 54 PAGE 679

LN # 400-5-049902
TITLE# SK-10546STATE OF WASHINGTON
PLAT FORM NO. 2194-1
Rev. August 1973

ST 10546

3-17-9-1980

DEED OF TRUST

This form is used in connection with
deeds of trust insured under the one- to
four-family provisions of the National
Housing Act.

THIS DEED OF TRUST, is made this 19TH day of SEPTEMBER, 1977

BETWEEN JIMMIE W. DANLEY AND LINDA D. DANLEY, HIS WIFE, as Grantor,

whose address is 007-L ALPINE LANE CARSON, WASHINGTON 98110

and RAINIER NATIONAL BANK, as Trustee,

whose address is 1100 SECOND AVENUE, SEATTLE, WASHINGTON 98124

and RAINIER MORTGAGE COMPANY, A WASHINGTON CORPORATION, as Beneficiary,

whose address is 101 SOUTH TENTH, TACOMA WASHINGTON 98402

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in SKAMANIA County, Washington:

LOT 21 OF CARSON VALLEY PARK, ACCORDING TO THE OFFICIAL
PLAT THEREOF, OF FILE AND OF RECORD AT PAGE 148 OF BOOK
A OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.



TOGETHER WITH all the tenements, hereditaments, and appurtenances now or hereafter thereto belonging or in anywise appertaining, and the rents, issues and profits thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of a loan agreement of Grantor herein contained and payment of the sum of TWENTY-THREE THOUSAND SIX HUNDRED FIFTY AND NO/100 Dollars (\$ 23,650.00) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

The Grantor covenants and agrees as follows:

1. That he will pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity. Provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until said note is fully paid, the following items:

- (a) An amount sufficient to provide the Beneficiary with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge, in lieu of a mortgage insurance premium if they are held by the Secretary of Housing and Urban Development, as follows:
 - (i) If and so long as said note and this instrument are insured or are reinsured under the provisions of the National Housing Act an amount sufficient to accumulate in the hands of the Beneficiary one (1) month prior to its due date the annual mortgage insurance premium, in order to provide the Beneficiary with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder; or
 - (ii) If and so long as said note and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account delinquencies or prepayments.
- (b) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on such insurance policies as may be required under paragraph 3 hereof, satisfactory to Beneficiary. Grantor agrees to deliver promptly to Beneficiary all bills and notices, therefore, less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and special assessments are due.
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:
 - (i) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge in lieu of mortgage insurance premium, as the case may be;
 - (ii) ground rents, if any; taxes, special assessments, fire and other hazard insurance premiums;
 - (iii) interest on the note secured hereby; and
 - (iv) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The arrangement provided for in paragraph 2 is solely for the added protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the allowing of the credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantor all rights of the Grantor with respect to any funds accumulated hereunder.

4. If the sum of the payments made by Grantor under (b) of this note is less than the amount of payments actually made by Beneficiary for ground rents, taxes, assessments and insurance premiums, such excess, if the loan is current, at the option of Grantor, may be credited by Beneficiary on subsequent payments to be made by Grantor, or refunded to Grantor. If, however, the monthly payments made under (b) of paragraph 2, shall not be sufficient to pay ground rents taxes, assessments and insurance premiums, when the same shall become due and payable, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when the payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance herewith, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor all payments made under the provisions of (b) of paragraph 2, which Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated pursuant to (b) of paragraph 2. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amount of principal then remaining unpaid under said note and properly adjust any payments which shall have been made under (a) of paragraph 2.

5. To keep the property in good order and condition and not to commit or permit any waste thereof, To allow Beneficiary to inspect the property at any time during reasonable hours.

6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

- (a) To commence construction promptly and in any event within thirty (30) days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary,
- (b) To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof,
- (c) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice to Grantor of such fact,
- (d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with said building or improvements.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. The property (and) is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

9. To keep the buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made heretofore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss Grantor will give including notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Grantor, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the Beneficiary.

10. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding the Grantor will, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable on demand. To pay all costs of suit, cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary in foreclosure of this Deed of Trust.

11. To pay at least ten (10) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes, reasonable costs, fees and expenses of this Trust; on default hereunder Beneficiary may, at its option, pay or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

12. To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure at the rate provided on the principal debt, and the repayment thereof shall be secured hereby. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder; or, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

13. To do all acts and make all payments required of Grantor to make said note and this Deed eligible for insurance under the National Housing Act and any amendments thereto, and all regulations promulgated thereunder, within the time and in the manner required by said Act, any amendments thereto, and said regulations, and agrees not to do, or cause or suffer to be done, any act which will void such insurance so long as any obligation hereby secured remains unfulfilled.

IT IS MUTUALLY AGREED THAT:

14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, if Beneficiary or Trustee being authorized to enter upon the property for such purposes, commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel, and pay his reasonable fees.

15. Should the property of any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake, or in any other manner, Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such taking or damage, and obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting the property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same on any indebtedness secured hereby or apply the same to the restoration of the property, as it may elect. Grantor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds as Beneficiary or Trustee may require.

16. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

17. At any time upon written request of Beneficiary, payment of its fees and presentation of this Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subdivision or other agreement affecting this Deed or the lien of charge thereof; (d) reconvey, without warranty, all or any part of the property. The Grantor in any reconveyance may be described as "the person or persons legally entitled thereto", and the recitals therein of any matters or acts shall be conclusive proof of the truthfulness thereof.

18. The collection of rents, issues, and profits, or the proceeds of fire and other insurance policies of compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. A loan default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder or should this Deed and said note not be eligible for insurance under the National Housing Act within eight (8) months from the date of written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to eight (8) months' time from the date of this Deed, declining to insure said note and this Deed, being deemed conclusive proof of such ineligibility, or should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force and effect for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder.

20. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence hereof in favor of bona fide purchasers and encumbrancers for value. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of

such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be bound with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including assigns of the note secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene or be in violation of the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.

22. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address last given above described, or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any notices provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

Witness the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

Jimmie W. Danley
Linda Danley

STATE OF WASHINGTON
COUNTY OF Clark

I, the undersigned, Notary Public hereby certify that on this 11th day of September, 1977, personally appeared before me Jimmie W. Danley and Linda Danley

described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein meant and

Given under my hand and official seal on the day and year first above written.

[Signature]
Notary Public in and for the State of Washington
Vancouver

REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel and discharge the same, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all or any part held by you thereunder.

Dated September 11, 1977

Mat reconveyance to

84939

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I hereby certify that this within Deed of Trust was filed in this office for Record on the 23rd day of Sept, A.D. 1977, at 10 o'clock A.m., and was duly recorded in Book 54 of Records of Mortgages of SKAMANIA County, State of Washington, on page 677

REGISTERED
INDEXED: DIR. E
INDIRECT E
RECORDED
COMPARED
MAILED

By E. Mayfield
County Auditor

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, is made this 19TH day of SEPTEMBER 1977

BETWEEN JIMMIE W. DANLEY AND LINDA D. DANLEY, HIS WIFE

where address is 007-L ALPINE LANE CARSON, WASHINGTON 98610

and **RAINIER NATIONAL BANK**

whose address is 1100 SECOND AVENUE, SEATTLE, WASHINGTON 98124

RAINIER MORTGAGE COMPANY, A WASHINGTON CORPORATION

whose address is 101 SOUTH TENTH, TACOMA WASHINGTON 98402

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in **SKAMANIA** County, Washington.

LOT 21 OF CARSON VALLEY PARK, ACCORDING TO THE OFFICIAL
PLAT THEREOF, OF FILE AND OF RECORD AT PAGE 148 OF BOOK
A OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.



TAKETHEN WITH all the tenements, hereditaments, and appurtenances now or hereafter thereto belonging or in anywise appertaining and the rents, issues and profits thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of **TWENTY-THREE THOUSAND SIX HUNDRED FIFTY AND NO/100** \$ **23,650.00** dollars, to

THE UNIVERSITY OF CHICAGO PRESS

1. That he will pay the individual(s) secured hereby, the privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the payment that are next due on the note, on the first day of any month prior to maturity. *Provided, however*, That written notice of an intention to exercise this privilege is given at least forty (40) days prior to payment.

2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until said note is fully paid, the following sums:

(d) An amount sufficient to provide the beneficiary with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge in lieu of a mortgage insurance premium if they are held by the Secretary of Housing and Urban Development, as follows:

(f) If and so long as said note and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Beneficiary one (1) month prior to its due date the annual mortgage insurance premium, in order to provide the Beneficiary with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder, or

(11) If and so long as said note and this instrument are held by the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder, or charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account delinquencies or nonpayments.

2025 RELEASE UNDER E.O. 14176

any sums not estimated by the beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Third of Trust, plus the premiums that will next become due and payable on such insurance policies as may be required under paragraph 7 hereof, with interest to Beneficiary. Grantor agrees to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor, divided in equal parts to each of the three months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become due and payable, and to cause the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments, and

All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Secretary to the following items in the order set forth:

(d) premium charges, under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge

(11) interest on the note secured hereby, and

4. As to the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date, be deemed to be in default under this Deed of Trust. The assignment provided for in paragraph 2 of this deed for the added protection of the Beneficiary and entails no responsibility on the Beneficiary for the allowing of any such "without interest" for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignor and any responsibility of the assignor, with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantor all rights of the Grantor with respect to any funds accumulated hereunder.

3. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, the Beneficiary may collect, and the Grantor agrees to pay with such payment, a "late charge" of ~~one~~ ^{four} cents ~~per~~ ^{for} each dollar (\$1) so overdue as liquidated damages for the additional expense of having such delinquent payment collected.

4. If the total of the payments made by Grantor under (b) of paragraph 2 shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes, assessments and insurance premiums, such excess, if the loan is current, at the option of Grantor, may be credited to Beneficiary on subsequent payments to be made by Grantor, or refunded to Grantor. If, however, the monthly payments made under (b) of paragraph 2 shall not be sufficient to pay ground rents, taxes, assessments and insurance premiums, when the same shall become due and payable, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when the payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance herewith, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor all payments made under the provisions of (a) of paragraph 2, which Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated pursuant to (b) of paragraph 2. If there shall be a default under any of the provisions of this Deed of Trust and Beneficiary a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amount of principal then remaining unpaid under said note and properly adjust any payments which shall have been made under (a) of paragraph 2.

5. To keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to inspect the property at any time during reasonable hours.

6. To complete or restore promptly and to good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

- (a) To commence construction promptly and in any event within thirty (30) days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary,
- (b) To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof,
- (c) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice to Grantor of such fact,
- (d) That work shall not cease on the construction of such improvements for any reason, whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with said building or improvements.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. The property that is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

9. To keep the buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Grantor, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the Beneficiary.

10. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding the Grantor will, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable on demand. To pay all costs of suit, cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.

11. To pay at least ten (10) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipt therefor, and to pay all taxes, reasonable costs, fees and expenses of the Trust, on default hereunder Beneficiary may, at its option, pay, or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

12. To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure at the rate provided on the principal debt, and the repayment thereof shall be secured hereby. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder, or Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

13. To do all acts and make all payments required of Grantor to make said note and this Deed shalable for insurance under the National Housing Act and any amendments thereto, and all regulations promulgated thereunder, within the time and in the manner required by said Act, any amendments thereto, and said regulations, and agrees not to do, or cause or suffer to be done, any act which will void such insurance so long as any obligation hereby secured remains unpaid.

IT IS MUTUALLY AGREED THAT:

14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereon, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding, purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, their any liability. Spend whatever amounts in its absolute discretion it may deem necessary, including cost of evidence of title, and attorney's fees, and pay for reasonable fees.

15. Should the property or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake, or in any other manner, Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding to make any compromise or settlement, at connection with such taking of damage, and obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting the property, are hereby assigned to Beneficiary, who, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same on any indebtedness secured hereby or apply the same to the restoration of the property, as it may elect. Grantor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds as Beneficiary or Trustee may require.

16. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

17. At any time upon written request of Beneficiary, pursuant to due notice and presentation of this Deed and the note for endorsement in case of full reconveyance for cancellation and retention, without affecting the liability of any person for the payment of the indebtedness Trustee may consent to the making of any map or plat of said property; the joining in, granting any easement or creating any restriction thereon; its join in any subdivision or other agreement affecting this Deed or the lien of charge thereon; full recovery, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as "the person or persons legally entitled thereto", and the records therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

18. The collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. If on default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder or should this Deed and said note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to eight (8) months' time from the date of this Deed, declaring to insure said note and this Deed, being deemed conclusive proof of such ineligibility), or should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force and effect for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder.

20. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had, or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of

such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be deemed with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties herein. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including prodigies, of the note secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene, or be contrary under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement. This Deed shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.

22. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the property above described; or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any notice provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

Witness the hands and seals of the Grantors on the day and year first above written.

Jimmie W. Banley
Linda D. Banley

STATE OF WASHINGTON,

COUNTY OF Clark.

I, the undersigned, *notary public*
day of September, 1977, personally appeared to me

hereto, to wit: that
Jimmie W. Banley and Linda D. Banley
to me known to be the

described in and who executed the within instrument, and they acknowledged that they executed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

[Signature]
Vancouver

REQUEST FOR FULL RECONVEYANCE

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within deed of trust, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and the same has been released and discharged, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel, convey, release, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the Deed of Trust, and to reconvey, without warranty to the party designated in the terms of said Deed of Trust, all the premises held by you thereunder.

Dated _____, 1977

Full reconveyance to _____

84939

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I hereby certify that this within Deed of Trust was filed in this office for Record on the 28 day of Sept A.D. 1977 at 10 o'clock A.M. and was duly recorded in Book 54 of Records of Mortgage of SKAMANIA County, State of Washington, on page 679

REGISTERED
INDEXED: DIA
INDEXED
RECORDED

[Signature]
By *[Signature]*