

SK-1X-31

3-7-25-B-700

DEED OF TRUST

THIS DEED OF TRUST is made this 29 day of September 1977, among the Grantor, Dennis L. Klassert and Mary E. Klassert (herein "Borrower"), Safeco Title Insurance Company (herein "Trustee"), and the Beneficiary, United States National Bank of Oregon an association organized and existing under the laws of The United States of America, whose address is P.O. Box 3347, Portland, Oregon 97208 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skamania, State of Washington:

Lot 14 of Maple Hill Tracts no. 3 According to the official plats, thereof on file and of record at page 144 of Book "A" of plats, Records of Skamania County, Washington.



which has the address of Stevenson (City)
 (Street)
 (State and Zip Code)
 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral oil and gas right, and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated, September 29, 1977, (herein "Note"), in the principal sum of Thirty-six thousand eight hundred and no/100, Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not none, due and payable on December 1, 2007; the payment of all other sums, with interest thereon advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

Universal Covenants. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Deed of Trust.

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

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

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums, and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency, within 10 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund or disburse any Funds held by Lender. If under paragraph 1, herein the Property is sold or the proceeds of a sale are received by Lender, Lender shall apply no later than immediately prior to the sale of the Property or its proceeds to any amount by Lender, any Funds held by Lender at the time of application of a credit against the sums secured by the Deed of Trust.

1. **Application of Payment.** Upon application for previous election in all cases, the Note and paragraphs 1 and 2 hereof shall be applied to the first interest payable under paragraph 2 hereof, then to interest payable in the Note, then to principal and

[illegible]

2. **Hazard Ins. in c.** Defendant shall keep the Plaintiff advised of the status of the Plaintiff's insurance coverage for fire, hazard, theft, and other risks, including but not limited to the Plaintiff's coverage for fire, hazard, theft, and other risks, and shall not attempt to obtain coverage for such risks without the Plaintiff's written consent. Defendant shall not attempt to obtain coverage for such risks without the Plaintiff's written consent, and shall not attempt to obtain coverage for such risks without the Plaintiff's written consent.

The researchers further state that the findings "show that the majority of respondents are not aware of the importance of the role of the state in the development of the country. The majority of respondents are not aware of the importance of the role of the state in the development of the country. The majority of respondents are not aware of the importance of the role of the state in the development of the country."

[illegible][illegible]

Notwithstanding the foregoing, Lender and Borrower hereby agree that, notwithstanding any such agreement of the Lender to principal shall not extend beyond the due date of the maturity contained herein, referred to in paragraph 1.1.1, of this Agreement, Lender shall not extend the maturity of the loan or change the interest rate on the loan. If such paragraph is deemed to be null and void, the Lender shall not extend the maturity of the loan or change the interest rate on the loan. Lender and Borrower hereby agree that, notwithstanding any such agreement of the Lender to principal shall not extend beyond the due date of the maturity contained herein, referred to in paragraph 1.1.1, of this Agreement, Lender shall not extend the maturity of the loan or change the interest rate on the loan. If such paragraph is deemed to be null and void, the Lender shall not extend the maturity of the loan or change the interest rate on the loan.

7. Preservation and Maintenance of Property; Easements; Condemnations; Plans and Unit Developments. Borrower shall keep the Property in good repair and shall not allow anyone to use or damage the Property except as authorized by the Lender. Borrower shall comply with the provisions of any lease of the Property entered into or assigned after the date hereof. If this Lease of Trust is subject to condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration, covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and covenants restricting it. If a condominium or planned unit development exists in the Property, Borrower and recorded together with this Lease of Trust, the covenants and agreements of such development are incorporated into and shall amend and supplement the covenants and agreements of this Lease of Trust as if they were a part hereof.

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

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by the Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower equating payment thereon, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

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

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

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

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

Dennis P. Klassert
.....
Borrower
Margaret Klassert
.....
Borrower

STATE OF WASHINGTON, County ss:

On this day of 19..... before me the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that signed and sealed the said instrument as free and voluntary act and deed, for the uses and purposes therein mentioned.

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

My Commission expires:

Notary Public in and for the State of Washington residing at:

REQUEST FOR RECONVEYANCE

To TRUSTEE:

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

Date:

85081

(Space Below This Line Reserved for Lender and Recorder)

STATE OF WASHINGTON
COUNTY OF GRAYS HARBOR

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Shaw Co. Lumber Co.
OF *Stinson* WA

AT 9:30 A. M. 10-18 1927

WAS RECORDED IN BOOK 54

OF *mtg* AT PAGE 249

RECORDED FOR GRAYS HARBOR COUNTY, WASH.

Ed. J. ...

BY *E. Meyer*

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MAILED	

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any interest therein, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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

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

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Waiver by Lender Not a Waiver. Any failure by Lender to exercise any right or remedy hereunder, or otherwise affected by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other sums or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and shall not be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in writing, notice may be given by Lender to Borrower provided for in this Deed of Trust that is given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender or by providing Lender with, and (b) any notice to Lender shall be given by certified mail, return receipt requested, if Lender's address stated herein or to such other address as Lender may designate by notice to Borrower, or personal delivery to the address provided for in this Deed of Trust shall be deemed to have been given. Borrower and Lender shall each give notice in the manner designated herein.

15. Uniform Deed of Trust: Governing Law: Severability. This Deed of Trust is subject to the Uniform Deed of Trust Act and non-uniform covenants with limited value and is intended to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust is held by a court of competent jurisdiction to be unenforceable, such conflict shall not affect other provisions of this Deed of Trust or the enforceability of the entire Deed of Trust. If any provision of this Deed of Trust is held by a court of competent jurisdiction to be unenforceable, such conflict shall not affect other provisions of this Deed of Trust or the enforceability of the entire Deed of Trust.

16. Borrower's Copy. Borrower shall be furnished with a copy of this Deed of Trust at the time of execution or after recording hereof.

17. Transfer of the Property: Assumption. If the Property or an interest therein is sold or transferred to Borrower without Lender's prior written consent, including the creation of a lien or encumbrance subordinate to this Deed of Trust, (1) the creation of a purchase money mortgage for the purchase of a home or encumbrance subordinate to this Deed of Trust, or the creation of a lien upon the death of a person, shall not constitute an interest of more than 30 years or less, or containing an option to purchase, Lender shall not be deemed to have agreed to the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have the right to demand immediate payment of the sums secured by this Deed of Trust if, prior to the time of transfer, Lender and the person to whom the Property is sold or transferred have agreed in writing that the transfer of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall remain at the rate as Lender shall request. If Lender does not exercise the option of acceleration provided in this paragraph 17, then the successor in interest has executed a written assumption agreement accepted in writing by Lender. Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option of acceleration, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums designated. If Borrower fails to pay the sums designated within the expiration of such period, Lender may, without further notice or demand on Borrower, invoke all remedies permitted in paragraph 18 hereof.

Non-Uniform Covenants: Borrower and Lender further covenants and agrees as follows:

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

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or the clerk of the superior court of the county in which the sale took place.

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