## DEED OF TRUST

5K 10615 3-7-36-02-1700

THIS DEED OF TRUST is made this

28 th

divid October

10 77 among the Crastor DAMES L. PILLER AND KATHLEEN F. PILLER, husband and wife

TransAmerica True Company (largem "Transec"), and the Beneficiary. Riverview Savings Association, a corporation organized and existing under the laws of Washington, whose address is 700 N. F. Fourth Avenue, Camas, Washington 98607 therein Lender 1

HORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Transce on trans, with power of sale, the following described property located in the County of State of Washington Skamania

A TRACT OF 1 AND LOCATED IN THE SOUTHWEST QUARTER OF THE SUUTHEAST QUARTED OF SECTION 36, TOWNSHIP 3 NORTH RANGE 7, E.W.M., DESCRIPED AS FOLLOWS

COMMERCING AT A POINT OR THE WEST LINE OF THE SHEPARU D.L.C. 1321 FEET NORTH DE THE INTERNAL TON OF THE WEST LINE OF SAID SHEPARD D.L.C. WITH THE SOUTH EINE OF SAITEN SO, TOWNSHIP 3 NORTH, RANGE 7 E.W.M.; THENCE SOUTH 430 36 WEST 13.8 FORTH THENCE SOUTH 380 43' WEST 53.1 FEET; THENCE SOUTH 16" 00' WEST 121.5 FEE; THENCE SOUTH 42 18' WEST 62.5 FEET TO THE CENTER LINE OF KANAKA CREEK CUT OFF ROAD THENCE SOUTH 43 18' WEST 62.5 FEET; THENCE SOUTH 50" AS' EAST 115 FEET MORE BOUTH 50" AS' EAST 115 FEET MORE DE CESS TO THE DET LINE OF THE SHEPARD D.L.C.; THENCE MORTH ALONG THE WEST LINE OF THE SHEPARD D.L.C.; SEET MORE OF LESS TO THE POINT OF BEGINNING. INTERSECTION OF THE WEST LINE OF SAID SHEPARD D.L.C. WITH THE SOUTH CINC OF SECTION TEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL LEGALLY ESTAIN THEO COUNTY ROADS.



Seahington 98548

202 No. de School

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To extend with all the improvements now on hereafter excitation the property, and all customents, rights appeared to the extended to enter and apply such seem to contain the mean and and and include and profits, water water right, and water stock, and all fixtures now or energies requires the peoples, and which including replacements and additions thereto, shall be decided to be and coming pairs. The property control by the Dest of Trait, and all of the foregoing ring that with said imports a measurement of the thought from a many aschools are become forced to as the "Property"

trescence of the action payment of the mathediness sudenced by Horrower's note dated therein North in the principal sum of TWENTY\_51X THOUSAND AND NO/100 praises of process, and mercal with the balance of the rad business of not sooner paid, due and payable on 10th of each month. Begins November 10, 1977 the payment of all other sums, with actives the real extremed in a continue in rewall to protect the accurity of this Doed of Trust, and the performance of the executants and agreements of their east hereos contained, and (b) the repayment of any future advances, with

Herrower coverages that Berrower is lawfulle served of the estate bereby conveyed and has the right to grant ages consecuted Property, that the Processian amenicambeted, and that Borrower will warrant and defend generally the rate to the Property against all channe and demands, salicel to any declarations, casements or restrictions listed era schedule of exceptions to coverage in any title insurance policy mearing Lender's interest in the Property.

so year mercon, much in Bear sweet by constant pursuant to paragraph 21 hereof Cherein, Future Advances, a

UNIFORM COVENANTS, Borrower and Lender covenant and ag. to as follows:

UNIFORM COVENANTS. Borrower and Lender covenant and ag: se as follows:

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

2. Funds for Taxes and Interest Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (forein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance. If any all as reasonably estimated insurance, plus case-twelfth of yearly premium installments for mortgage insurance. If any all as reasonably estimated insurance, 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 v hich 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 tents, Lender may not charge for so holding and applying 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 carriages on the Funds. Lender shall give to Borrower, without charge, an animal 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

requires such interest to be paid, Lenuer shall not be required to pay norrower any interest or earnings on the rands. Lenuer shall give to Borrower, without charge, an animal 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 does 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 lund-held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

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

3. Application of Payments, Unless applicable haw provides otherwise, all payments recred by Lender under paragraph 1 and 2 hereof shall be applied by Lender first in payment of Trust.

3. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fine, and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments are ground remets and principal on any Putture

provided these paragraph 2 hereof or, it therefore an engineer, by norrower making payment, wear once, insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and half include a standard internace; clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policie and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of good premium. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss it not made promptly so Borrower.

Borrower, shall give prompt notice to the insurance carrier and Lender. Lender may make prior of loss it not made promptly by Borrower.

Unless Lender and Borr, wer otherwise agree in writing, insurance proceeds shall be applied to restation or repair of the Property damaged, provided such restoration or repair is conformedly teasible and the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the same secured by this Deed of Trust would be Borrower. If the Property is abandoned by Borrower, of it Borrower table, to respon to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a sum for insurance benefits, Lender is authorited to collect and apply the insurance proceeds at Lender's option either to 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 postione the due date of the monthly installments referred to in any or application of proceeds to principal shall not extend or postione the due date of the monthly installments referred by 1 miler, all right, title and interest of Borrower in and to any instrunce policies and in and to the proceeds thereof resulting it and damage to the Property prior to such sale or acquisition.

acquisition.

6. Preservation and Maintenance of Property: Leaseholds Condominiums Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permut impartment or deterioration of the Property and shall comply with the provisions of any lease of this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or in planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants or alling or governing the condominium or planned unit development, and condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such inder shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the inder were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminen' domain, insolvency, code enforcement, or arrangements or proceedings involving a sunking to decedent, then Lender's option, upon notice to Borrower, may make such appearances, disburse such summa 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 nortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and manner provided under paragraph 2 hereof.

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

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided interest in the Property.

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

condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower, in the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust sum ediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking sears 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.

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 celease, 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 retuse 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 sum Borrower's successors in interest.

11. Forhearance by Lender Not a Waiser. Any forbeatance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of races or other gens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the makingleness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies plus leads in this Deed of Trust are distinct and comulative to any other right or remedy under this Deed of Trust or affected by Law or equity, and may be exercised concurrently, independently or successively.

12. Remodies Cumulative. All remodies provided in this Deed of Trust are distinct and comulative to any other right or remedy under this Deed of Trust or afforded by faw or equity, and may be exercised concurrently, independently or successively.

13. Successors and assigns Boundt Joint and Several Liability. Cuptions. The covenants and agreements herein contained shall bind, and the rights here used that have the respective successors and associated and horrower, contained shall bind, and the rights here used that have the provisions of paragraph of the paragraph of the provisions and agreements of Borrower shall be joint and several subject to the provisions here:

14. Notice: Excent for any number of Deed of Trust are for convenience only and are not to he used to interpret or define the provisions heree:

14. Notice: Excent for any number of the arrivable has to be given in another manner (a) any notice to Borrower provided for an fixed of the arrivable provided for an fixed of the provisions heree.

14. Notice: Excent for any number of the arrivable was also associated and the Property Address or a such other address as Bertake and designate by notice to Lender's address stated herein or to such other address as Lender may designate by notice to Lender's address stated herein or to such other address as Lender may designate by notice to Lender's address stated herein or to such other address as Lender may designate by notice to Lender's address stated herein or to such other address as Lender may designate by notice to Lender's address stated herein or to such other address as Lender may designate herein or to such other address as Lender may designate herein or to such other address as Lender may designate herein or to such other address as Lender may designate herein to the such other designate herein or to such other address as Lender may designate herein or to such other shall be designated by designate herein or to such other address as a few shall be addressed as a few shall be addressed as a few sha

Non Usiconal Covenants. Borrower and Lender further covenant and agree as follows:

Now Unit offer Coverants. Borrower and Lender further coverant and agree as follows:

18. Acceleration: Romedies. Except as provided in paragraph 17 hereof, upon Borrower's heach of any coverant or agreement of Berrower in this Deed of Frust, including the coveraints to pay when due any suries secured by this Deed of Trust, ender prior to acceleration shall give notice in the manner presented by applicable law to Borrower and to the other persons presented by applicable haw specifying: (1) the brench (2) the action required to cure such breach; (3) a date, not persons presented by applicable haw specifying: (1) the brench (2) the action required to cure such breach; (3) a date, not persons presented by applicable haw specifying: (1) the brench (2) the action required to cure such breach; (3) a date, not persons presented in or before the date specified by the notice may result in acceleration of the suns secured by this to cure such breach on the before the date specified by the notice may result in acceleration of the suns secured by this to cure such breach on the before the date specified in the further inform Borrower of (1) the right to reinstate of the acceleration (1) the right to fining a court action to assert the further inform Borrower of (1) the right to reinstate of the acceleration of (1) the right to refer to the date specified in the required to be included in such notice by applicable law, if the breach is not evered on or before the date specified in the notice, Lender shall be entitled to collect all reasonable costs and segments further demand and may lavoke the power of sale and any other remedies premitted by applicable law, payable without such as a segment of the such acceleration (2) the payable and the

including, but not limited to, reasonable att sney'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 eosts 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. Enture 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 all all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Pro

24. Use of Property. The Property is not used princi	pally for agricultural or farming purp
IN WITNESS WHEREOF, Borrower has executed this	
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JAME	S.L. PILLER -Barrower
$\mathcal{H}$	athleen 4. Feller
	LEEN F. PILLERBorrawer
STATE OF WASHINGTON SKAMANIA	County ss
KATHLEEN, F. PILLER, husband and wife, in and who executed the foregoing instrument, and a large	owledged to me that they signed and sealed the
My Commission expires: August 16, 1980	1 2-021
	Constitution and to the state of the state o
	13 OLEVENSE
TO TRUSTEE: REQUEST FOR	RECONVEYANCE
The undersigned is the holder of the note or notes	si cured by this the distribute. Said note or notes, together
with the other magnifulers scalled by this Deed of Table	t. have been said in full. You are hereby directed to cancel eliveted hereby, and to reconvey without warranty, all the
estate now held by you under this Deed of Trast to the	person or persons legally entitled thereto.
Date	
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