

85221



SAFECO

## DEED OF TRUST

BOOK 54 PAGE 812  
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Name Klickitat Valley BankAddress P. O. Box 307City and State White Salmon, WA 98672

Sk-10665

REGISTERED	<u>E</u>
INDEXED: DIR.	<u>E</u>
INDIRECT:	<u>E</u>
RECORDED:	
COMPARED	
MAILED	

STATE SPACE RESERVED FOR RECORDER'S USE  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Sk Co Title CoOF Skamania CoAT 11:00 A. 11-7 1977WAS RECORDED IN BOOK 54OF 127 AT PAGE 812

RECORDS OF SKAMANIA COUNTY, WASH.

J.P. [Signature]

COUNTY AUDITOR

E. [Signature]

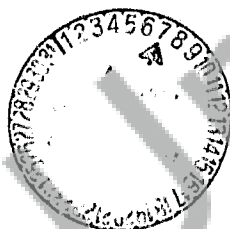
85221

THIS DEED OF TRUST, made this 2 day of November, 1977, between  
GEORGE L. HINDERLITER and DONNA L. HINDERLITER, husband and wife, Grantor,  
 whose address is Box 114, Carson, Washington 98610

SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 2615 4th Avenue, Seattle, Washington 98125,  
Klickitat Valley Bank  
 and P. O. Box 307, White Salmon, WA 98672, Beneficiary.

WITNESSES: The Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property  
 in Skamania County, Washington

Lot 3 of Chester R. Nelson Subdivision in Section 21, Township  
 3 North, Range 8 E.W.M., according to the official plat thereof  
 on file and of record at Page 111 of Book 4 of Plats, Records  
 of Skamania County, Washington.



which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and  
 appurtenances now or hereafter thereon, including in any wise appertaining, and the rents, issues and profits thereof

SIXTEEN THOUSAND SIX HUNDRED SEVENTY-FOUR

and 48/100

Dollars \$16,674.48

with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by  
 Grantor, and all renewals, modifications and extensions thereof, 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

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1 To keep the property in good condition and repair, to permit no waste thereof, to complete any building, structure or improvement  
 being built or about to be built thereon, to restore promptly any building, structure or improvement thereon which may be damaged or  
 destroyed, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property

2 To pay before delinquent all lawful taxes and assessments upon the property, to keep the property free and clear of all other charges,  
 liens or encumbrances impairing the security of this Deed of Trust

3 To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other  
 hazard, in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such  
 companies as the Beneficiary may approve and have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The  
 amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall  
 determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event  
 of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4 To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to  
 pay all costs and expenses, including cost of title search and attorney's fee, in a reasonable amount, in any such action or proceeding, and in  
 any suit brought by Beneficiary to foreclose this Deed of Trust.

5 To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing  
 the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6 Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the  
 property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured  
 hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

## ACTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

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

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. 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, (as amended), 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 the 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 or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

5. 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.

6. 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. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, 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 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.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

*George L. Hinderliter*  
George L. Hinderliter  
*Donna L. Hinderliter*  
Donna L. Hinderliter

STATE OF WASHINGTON  
COUNTY OF Klickitat

On this day personally appeared before me  
GEORGE L. and DONNA L. HINDERLITER

to me known to be the individual described, and who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this  
1st day of November, 1977  
*Janette Sweetser*  
Notary Public in and for the State of Washington  
residing at *Woodbrook*

STATE OF WASHINGTON  
COUNTY OF

On this

Notary Public in and for the State of Washington, duly sworn and personally appeared

and to me known to be the President and Secretary, respectively of the corporation that executed the foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that and that the seal shown is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

### REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

#### TO TRUSTEE:

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_, 19\_\_\_\_

Mail reconveyance to \_\_\_\_\_