

85912

Filed for Record at Request of

BOOK 55 PAGE 184

COUNTY SPACE PROVIDED FOR RECORDER'S USE:	
I HEREBY CERTIFY THAT THIS INSTRUMENT OF WRITING, FILED BY _____	
OF _____	AT _____
ON _____	
RECORDED IN BOOK 55	
OF _____	AT PAGE 184
RECORDS OF SKAMANIA COUNTY, WASH.	
COUNTY AUDITOR	

Name Metropolitan Mortgage and Securities Co., Inc.
 Address West 929 Sprague Avenue
 City and State Spokane, Washington 99204

2-5-83-800
 SK-16851

DEED OF TRUST

THIS DEED OF TRUST, made this 7th day of March 1971
 between DEAN M. BURK and SANDRA A. BURK, a marital community
 whose address is MP2, 14L, Washougal River Road, Washougal, Washington 98671
Skamania County Title Company Trustee, whose address is P. O. Box 277, Stevenson,
Washington 98648, and Metropolitan Mortgage & Securities Company, Inc.
 Beneficiary whose address is West 929 Sprague Avenue, Spokane, Washington 99204
 WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property
 in Skamania County, Washington:

A tract of land located in the Northwest quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 East, W.M., described as follows:
 BEGINNING at the Northeast corner of the Northwest quarter of the Northeast quarter of the said Section 33; thence West along the North line of said subdivision 662 feet; thence South 500 feet to the initial point of the tract hereby described; thence South 500 feet, more or less, to intersection with the centerline of County Road No. 1106 designated as the Washougal River Road; thence following the centerline of said road in a Westerly direction to intersection with the West line of the Northwest quarter of the Northeast quarter of the said Section 33; thence North along said West line to a point 500 feet South of the North line of said Section 33; thence East 658 feet, more or less, to the initial point;
 EXCEPT right of way for County Road No. 1106 designated as the Washougal River Road;
 AND EXCEPT the West 299 feet of the above described tract.

which said property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances, now or hereafter thereunto belonging or in any wise 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

SIX THOUSAND SEVEN HUNDRED FIFTY FIVE and 37/100 Dollars \$ 6,755.37 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.

This Deed of Trust is prior and inferior to that certain Deed of Trust dated

and dated November 11, 1971
William C. Steuer and Anna R. Steuer

As a part of the consideration herein the grantor agrees to keep all condition and covenant contained in said prior indebtedness current, and any default in any of said conditions or covenants shall be deemed a default hereunder. The beneficiary shall have the option of paying any sums necessary to correct such default, and the same to be paid within ten (10) days and upon his failure to do so in accordance with said demand the beneficiary may proceed with all the legal remedies including foreclosure of this Deed of Trust and any other security given simultaneously herewith in accordance with said default.

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 begun built or about to be built thereon, to restore promptly any building, structure or improvement 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, structures or improvements 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 in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as the interest may appear and then to the Grantor. The annual 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 fees 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.

