



85503

DEED OF TRUST

BOOK 55 PAGE 20

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Name KLICKITAT VALLEY B K

Address P. O. Box 307

City and State White Salmon, WA 98672

ALL SPACE RESERVED FOR RECORDER'S USE

TRUSTEES CERTIFICATE TO BE FILED BY

INSTRUMENT OF TRUST FILED BY

Klickitat Valley Bank

OF White Salmon, WA

AT White Salmon, WA 1977

THIS IS THE FIRST INSTRUMENT

OF TRUST FILED IN THIS COUNTY

RECORD IN THE PUBLIC OFFICE

OF SKAMANIA COUNTY, WASHINGTON

[Signature]

TRUSTEE

REGISTERED

INDEXED

FILED

THIS DEED OF TRUST, made this 8 day of December, 1977, between DENNIS L. WANG and JACQUELINE M. WANG, husband and wife, Grantor, whose address is P. O. Box 114, White Salmon, WA 98672, and KLICKITAT VALLEY BANK, Beneficiary, whose address is P. O. Box 307, White Salmon, WA 98672.

SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 2615 4th Avenue, Seattle, Washington 98108 and KLICKITAT VALLEY BANK, Beneficiary, whose address is P. O. Box 307, White Salmon, WA 98672.

WITNESSETH Grantor heretofore bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property Skamania County, Washington

Lot 3 of Short Plat filed March 29, 1977, in Book 1 of Short Plats at Pages 65A and 65B under Skamania County Auditor's File No. 83762, Records of Skamania County, Washington. TOGETHER WITH an easement for ingress, egress and utilities over, under and across that certain private road as delineated on the face of the Short Plat.



which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereto 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 **TEN THOUSAND and no/100----- Dollars \$ 10,000.00** 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.

1. To keep the property in good condition and to repair, to permit no waste thereon, 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 hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and so 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 insurance policy. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the Beneficiary at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the title or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in 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 heretofore 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.



IT IS MUTUALLY 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 with the clerk of the 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 carry 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 compliance with the terms of this Deed of Trust and the purchase and conveyance shall be binding on all 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, upon an exclusive remedy, Beneficiary may exercise this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or nonpayment of Taxes, Beneficiary may appoint its own successor trustee, and upon the recording of such appointment in the mortgage records of the county in which the Deed of Trust is recorded, the said successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party herein of proceedings under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary, and to a party herein, and the trustee is not bound by proceedings brought by the Trustee.

8. This Deed of Trust applies to values to the benefit of, and is binding not only on the parties herein, but also on all persons, executors, administrators, successors and assigns. The term Beneficiary shall mean the holder of the note secured hereby, whether or not named as Beneficiary herein.

Dennis L. King  
Trustee of the Trust

STATE OF WASHINGTON  
COUNTY OF KILLICKIT  
By the Tax payers  
DENNIS L. and JACQUELINE M. KING

As the grantors to be bound and obligated in the future who execute this instrument, we hereby certify that we are the legal owners of the property herein described and we know the contents of this instrument and the nature of the obligations we are entering into and we are not under any legal disability and we are not acting under any duress, fraud, coercion or undue influence and we are not acting for the benefit of any other person or party.

GIVEN under my hand and official seal this 8th day of December 1977  
Notary Public and for the State of Washington  
[Signature]

Notary Public and for the State of Washington  
[Signature]

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 all sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence 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.

Date: \_\_\_\_\_ 19\_\_\_\_  
Mail reconveyance to \_\_\_\_\_





85303

DEED OF TRUST

BOOK 35 PAGE 210

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Name KLICKITAT VALLEY BANK

Address P. O. Box 307

City and State White Salmon, WA 98672

FILED BY \_\_\_\_\_  
 COURT OFFICE RESERVED FOR RECORDER'S USE  
 INSTRUMENT NO. \_\_\_\_\_ FILED BY \_\_\_\_\_  
*Klickitat Valley Bank*  
 OF *White Salmon, WA*  
 AT *10:00 P.M. Dec 21, 1977*  
 WAS RECORDED IN BOOK *35*  
 ON *Dec 21, 1977*  
 REC'D BY \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

REGISTERED   
 INDEXED   
 FILED   
 \_\_\_\_\_  
 \_\_\_\_\_

THIS DEED OF TRUST made this 8 day of December, 1977, between  
DENNIS L. WANG and JACQUELINE M. WANG, husband and wife, Grantor,  
P. O. Box 114, White Salmon, WA 98672  
 and SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 2415 4th Avenue, Seattle, Washington 98125  
KLICKITAT VALLEY BANK, Beneficiary,  
P. O. Box 307, White Salmon, WA 98672

WITNESSETH that the said Grantor, with and in presence of Trustee in Trust, with power of sale, the following described real property  
Skamania  
County, Washington

Lot 3 of Short Plat filed March 29, 1977, in Book 1 of Short Plats  
 at Pages 65A and 65B under Skamania County Auditor's File No.  
 83762, Records of Skamania County, Washington, TOGETHER WITH  
 an easement for ingress, egress and utilities over, under and  
 across that certain private road as delineated on the face of  
 the Short Plat.



which real property is used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and  
 appurtenances now or hereafter thereunto belonging, or to be so with appurtenances, 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

**TEN THOUSAND and no/100** Dollars is **10,000.00**

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 them in cash or in kind, together with interest thereon at such rate as shall be agreed upon.

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

1. To keep the property in good condition and repair, to permit no waste thereof, to complete any building, structure or improvement  
 here built or about to be built thereon, to remove 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 excepting 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  
 hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the beneficiary, and he or she  
 consents as the beneficiary may approve and have his payable first to the beneficiary as its interest may appear and then to the Grantor. The  
 rates and 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.
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.

IT IS MUTUALLY 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 "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 person 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.

*Dennis L. Wang*  
Dennis L. Wang  
*Jacqueline M. Wang*  
Jacqueline M. Wang

STATE OF WASHINGTON  
COUNTY OF KING

On this day personally appeared before me  
DENNIS L. WANG and JACQUELINE M. WANG

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

Notary Public in and for the State of Washington  
I, \_\_\_\_\_, do hereby certify that the foregoing instrument, and acknowledgment of the execution thereof by the above named parties, were duly acknowledged before me and that the said individuals are the corporate seal of said corporation.  
Witness my hand and official seal hereto affixed the day and year first above written.

GIVEN under my hand and official seal this  
8th day of December, 1977

*Beattie Buckner*  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_

Notary Public in and for the State of Washington  
residing in \_\_\_\_\_

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, in 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