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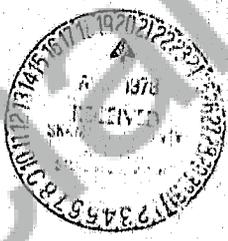
# DEED OF TRUST

THIS DEED OF TRUST is made this ..... 20th ..... day of April ..... 19.. 78 ..... among the Grantor, **GEORGE MARSHALL** and **MONA MARSHALL**, husband and wife, ..... (herein "Borrower"); TransAmerica Title Company (herein "Trustee"), and the Beneficiary, Riverview Savings Association, a corporation organized and existing under the laws of Washington, whose address is 700 N. E. Fourth Avenue, Camas, Washington 98607 (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 10, Block 7, Plat of Relocated North Bonneville, Recorded in Book "B" of Plats, Page 13, under recording No. 83466, and in Book "B" of Plats, Page 29, under Recording No. 84429, Records of Skamania County, Washington.

SUBJECT TO easements and restrictions of record.



which has the address of ..... North Bonneville, ..... Washington, 98607 (herein "Property Address").

land and all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, tenements, and all other rights and interests in and to the property, including but not limited to water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacement 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 and the proceeds thereof, if this Deed of Trust is ever a liability herein referred to as the "Property".

To Secure to Lender for the repayment of the indebtedness evidenced by Borrower's note dated ..... (herein "Note") in the principal sum of THREE THOUSAND DOLLARS (\$3,000.00) and 10/100 ..... Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ..... with the proceeds advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the terms 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 to coverage in any title insurance policy insuring Lender's interest in the Property.

Unofficial Copy

UNIFORM 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.

**2. Funds for Taxes and Insurance.** 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 (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach prior to the date of the Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for fire and burglary insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated annually 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 so holding and applying the Funds, analyzing and depositing, or verifying and issuing 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 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 deficiencies of such bills due from the date of the delinquency by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by the Deed of Trust, Lender shall promptly return to Borrower the Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise disposed of, the Funds shall apply, no later than immediately prior to the sale of the Property or the other disposition, to the payment of the debt secured by the Deed of Trust, and the balance of the Funds shall be returned to Borrower.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments made by Borrower on the Note and paragraph 2 hereof shall be applied by Lender first in payment of the principal of the debt secured by the Note, then to interest payable on the Note, then to interest payable on any Future Advances.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, insurance premiums and ground rents on the Property which may attach a priority over this Deed of Trust, and the cost of the same, in the manner provided under paragraph 2 hereof or, if not paid as provided, in the manner provided in the Note, and in the event Borrower shall make payment directly, the same shall be credited to the account of the debt secured by this Deed of Trust. Borrower shall promptly discharge any lien which may be placed on the Property by any governmental authority or other party required to discharge any such lien or lien as a condition of such lien in a manner acceptable to Lender, or in the event of legal proceedings which operate to prevent the discharge of such lien, Lender shall be deemed to have agreed to discharge such lien on behalf of Borrower.

**5. Hazard Insurance.** Borrower shall keep the Property insured against loss by fire, including theft, and such amount and for such periods as Lender may require, and in such amount and for such periods as Lender may require, and such coverage excess that amount of coverage as Lender may require, and such coverage excess that amount of coverage as Lender may require.

The insurance cover provided by the insurance carrier shall not be less than the amount of coverage provided under paragraph 2 hereof and the insurance carrier shall be approved by Lender.

All insurance policies and contracts shall be assigned to Lender, and the proceeds of such policies and contracts shall be payable to Lender. Borrower shall pay the cost of such insurance and shall be responsible for the maintenance of such insurance.

Unless Lender shall have received notice of the death of the insured, the Property hereunder shall be insured against loss by fire, including theft, and such amount and for such periods as Lender may require, and in such amount and for such periods as Lender may require, and such coverage excess that amount of coverage as Lender may require, and such coverage excess that amount of coverage as Lender may require. The insurance cover provided by the insurance carrier shall not be less than the amount of coverage provided under paragraph 2 hereof and the insurance carrier shall be approved by Lender.

**6. Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall maintain the same in a condition suitable for the use intended therefor, and shall comply with the provisions of any laws of the State of California relating to the preservation and maintenance of the Property, and shall comply with the provisions of any laws of the State of California relating to the preservation and maintenance of the Property, and shall comply with the provisions of any laws of the State of California relating to the preservation and maintenance of the Property.

**7. Protection of Lender's Security.** If Borrower fails to perform the obligations and agreements contained in the Deed of Trust, or if any action of proceeding a composition which impairs Lender's interest in the Property, including but not limited to eminent domain, mortgage, lease, entry, eminent, or arrangements or proceedings involving a bankruptcy or decision, then Lender at Lender's option upon notice to Borrower may make such application of law, such as bankruptcy or decision, then Lender at Lender's option upon notice to Borrower may make such application of law, such as bankruptcy or decision, then Lender at Lender's option upon notice to Borrower may make such application of law, such as bankruptcy or decision.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become a debt of the indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree 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 permissible 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 that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's 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 to Lender 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 interest, 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 condormor 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 or 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. **Enforcement by Lender Not a Waiver.** Any forbearance 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 taxes or other debts or charges by Lender shall not be an exercise 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 each 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 herein contained shall be deemed to be made and accepted by the parties to this Deed of Trust and shall be binding on their heirs, assigns, personal representatives and legal representatives. The captions and headings of the paragraphs of this Deed of Trust are for identification purposes only and do not constitute, interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given to a person or entity, notices to be given by Lender to Borrower provided for in this Deed of Trust shall be given by mailing such notice by registered mail, return receipt requested, to the address of the Property. Address or at such other address as Borrower may designate in writing to Lender, or to the address of the principal office of Lender, or to the principal office of Lender as designated in writing to Lender, or to such other address as Lender may designate by notice to Borrower in writing. A notice mailed to the address of the Property shall be deemed to have been given to Borrower if mailed to the address designated in writing by Borrower to Lender. A notice mailed to the address designated in writing by Lender shall be deemed to have been given to Borrower if mailed to the address designated in writing by Borrower to Lender. A notice mailed to the address designated in writing by Lender shall be deemed to have been given to Borrower if mailed to the address designated in writing by Borrower to Lender.

15. **Uniform Deed of Trust Governing Law (Severability).** This Deed of Trust shall be governed by the laws of the State of California and the courts of the State of California shall have jurisdiction over any dispute arising under this Deed of Trust. This Deed of Trust shall be subject to the provisions of the Uniform Deed of Trust Act, California Civil Code, Sections 2932 through 2944, and the provisions of the Uniform Deed of Trust Act, California Civil Code, Sections 2932 through 2944, shall apply to this Deed of Trust. If any provision of this Deed of Trust is held to be unenforceable under applicable law, the unenforceability of such provision shall not affect the enforceability of the other provisions of this Deed of Trust, and the other provisions of this Deed of Trust shall survive and continue in full force and effect.

16. **Borrower's Copy.** Borrower shall retain a copy of this Deed of Trust and shall produce a copy of this Deed of Trust for the use of Lender or its assigns at any time upon the request of Lender or its assigns.

17. **Transfer of the Property; Assumption.** If Borrower transfers the Property to any person or entity, the transferee shall assume the obligations of Borrower under this Deed of Trust. If Borrower transfers the Property to any person or entity, the transferee shall assume the obligations of Borrower under this Deed of Trust. If Borrower transfers the Property to any person or entity, the transferee shall assume the obligations of Borrower under this Deed of Trust. If Borrower transfers the Property to any person or entity, the transferee shall assume the obligations of Borrower under this Deed of Trust.

18. **Acceleration of Maturity.** Except as provided in paragraph 14 hereof, upon occurrence of any event of default or acceleration of maturity of the sums secured by this Deed of Trust, Lender shall take such action regarding notice of default and of Lender's election to cause the Property to be sold. Lender and Lender shall take such action regarding notice of default and of Lender's election to cause the Property to be sold.

19. **Borrower's Right to Preempt.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to buy the Property pursuant to the power of sale contained in this Deed of Trust at any time prior to the first day before sale of the Property pursuant to the power of sale contained in this Deed of Trust.

20. **Assignment of Proceeds.** Borrower hereby assigns to Lender all rights in and to 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 to Lender and shall be paid to Lender.

21. **Assignment of Proceeds.** Borrower hereby assigns to Lender all rights in and to 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 to Lender and shall be paid to Lender.

22. **Assignment of Proceeds.** Borrower hereby assigns to Lender all rights in and to 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 to Lender and shall be paid to Lender.

23. **Assignment of Proceeds.** Borrower hereby assigns to Lender all rights in and to 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 to Lender and shall be paid to Lender.

24. **Assignment of Proceeds.** Borrower hereby assigns to Lender all rights in and to 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 to Lender and shall be paid to Lender.

25. **Assignment of Proceeds.** Borrower hereby assigns to Lender all rights in and to 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 to Lender and shall be paid to Lender.

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 upon, take possession of and manage the Property and to collect the rents of the Property, including those last 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, expenses of 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 reconveyance, 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 consent of the Property, the successor trustee shall succeed in all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. **Use of Property.** The Property is reserved principally for agricultural or farming purposes.

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

X  
George Marshall

X  
Mona Marshall

District of

Yanhill

On this 20th day of April 1975

for the State of Washington, this instrument was executed by **George Marshall and Mona Marshall, husband and wife**

in and who executed the foregoing instrument and instrument as their

Witnesses are hereof and affirmance of the same.

RIGHTS RESERVED

To Trustee

The undersigned, Trustee, hereby certifies that the foregoing instrument was duly recorded in the office of the County Clerk of the County of Washington, District of Columbia, on this 20th day of April 1975, and that the same is now a part of the public records of said County and State.

Date

Recorded for the Office of the Registrar of Deeds and Records

201101

COUNTY OF WASHINGTON

I HEREBY CERTIFY THAT THE ABOVE

RECORDING IS IN ACCORDANCE WITH

OF WASHINGTON

AND DEPARTMENT OF REVENUE

OF WASHINGTON

WISCONSIN OF WASHINGTON COUNTY, WASH.

COUNTY CLERK

REGISTERED
INDEXED
FILED
RECORDED
CONFIRMED
MAILED

