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SK10933

2-7-20-DC-1000

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,
 (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 lien, 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 the payment of all other sums, with interest, 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

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 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 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 prejudice 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 all other rights or remedies 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; Caption.** 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 contained herein shall be deemed to be made by the parties to the Deed of Trust, and the captions and headings of the paragraphs of this Deed of Trust are for convenience only and shall not be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given to the original Borrower, any notice to be given 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, which address shall be set forth or to such other address as Lender may designate by notice to Borrower set forth in this Deed of Trust. All notices shall be given to the address of the Property set forth in this Deed of Trust, shall be deemed to have been given to Borrower and Lender, when such notice is mailed to the address set forth in this Deed of Trust, and any notice mailed to any other address shall be deemed to have been given to Borrower and Lender, when such notice is mailed to the address set forth in this Deed of Trust.

15. **Uniform Deed of Trust Governing Law (Several).** This Deed of Trust is subject to the laws of the State of California, and the parties hereto agree that the laws of the State of California shall govern the interpretation and construction of this Deed of Trust, and the parties hereto agree that the laws of the State of California shall govern the interpretation and construction of this Deed of Trust, and the parties hereto agree that the laws of the State of California shall govern the interpretation and construction of this Deed of Trust.

16. **Borrower's Copy.** Borrower shall retain a copy of this Deed of Trust, and shall make the same available for inspection by Lender at any time upon request.

17. **Transfer of the Property; Assumption.** Borrower shall execute and deliver to Lender a deed transferring the Property to the transferee, which deed shall be subject to the provisions of this Deed of Trust. The transferee shall assume the obligations of Borrower under this Deed of Trust, and shall be bound by the terms hereof. Lender shall not be required to execute or deliver any deed or other instrument in connection with the transfer of the Property, and Lender shall not be bound by any deed or other instrument executed or delivered by Borrower or the transferee in connection with the transfer of the Property, unless such deed or other instrument is presented to Lender for recording, and Lender has recorded such deed or other instrument.

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 have the right to declare the entire sums secured by this Deed of Trust to be immediately due and payable, and to take such action as may be necessary to enforce the same. Lender shall not be bound by any deed or other instrument executed or delivered by Borrower or the transferee in connection with the transfer of the Property, unless such deed or other instrument is presented to Lender for recording, and Lender has recorded such deed or other instrument.

19. **Borrower's Right to Redeem.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to redeem the sums secured by this Deed of Trust by paying to Lender the sums secured by this Deed of Trust, together with all reasonable costs and expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, less all monies paid by Borrower to Lender or Trustee, and less all reasonable costs and expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing the covenants and agreements of Borrower contained in this Deed of Trust.

20. **Assignment of Proceeds.** Borrower shall assign to Lender all monies payable to Borrower by any third party, and shall execute and deliver to Lender a deed transferring the Property to the transferee, which deed shall be subject to the provisions of this Deed of Trust. The transferee shall assume the obligations of Borrower under this Deed of Trust, and shall be bound by the terms hereof. Lender shall not be required to execute or deliver any deed or other instrument in connection with the transfer of the Property, and Lender shall not be bound by any deed or other instrument executed or delivered by Borrower or the transferee in connection with the transfer of the Property, unless such deed or other instrument is presented to Lender for recording, and Lender has recorded such deed or other instrument.

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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**

and instrument as their

Witnesses have had and affirmed their office

NOTARY PUBLIC

In Testimony

The undersigned, Notary Public for the State of Washington, do hereby certify that the within and foregoing instrument was duly executed by the parties thereto in my presence and in the presence of other persons before me, and that they acknowledged to me and to the other persons before me that they executed the same for the purposes and consideration therein expressed.

Done

Notary Public for the State of Washington

Notary

County of Washington

I HEREBY CERTIFY THAT THE ABOVE

INSTRUMENT WAS DULY EXECUTED

BY THE PARTIES TO THE SAME

ON THIS 20th day of April 1975

at the County of Washington, State of

Washington

Notary Public

REGISTERED
INDEXED
FILED
RECORDED
CONFIRMED
MAILED

