

86298

DEED OF TRUST
Home Improvement Dealer Original
(Washington)

BOOK 55 PAGE 341

Loan No. 30-16672

This Deed of Trust, made this 3rd day of April, 1978, between the Buyer(s) Michael D. Dilley and Shuree Dilley, as Grantor, whose address is MP 975 R. ST. Rt. 140 Washcugal and Irwin C. Landerholm, whose address is 915 Broadway, Vancouver, Washington 98660, as Trustee, and the Lender AAA Bank, Inc., as Beneficiary, whose address is 2225 N. Williams, Bellingham, WA

WITNESSETH

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Skamania County, Washington, described as:

Lots 5 & 6 of Washcugal Summer Home tract

which real property is not used principally for agricultural or farming purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of that certain Home Improvement Retail Installment Contract dated 4-3, 1978, with a total Deferred Payment Price of \$ 8781.60, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable May 5, 1988.

To protect the security of this Deed of Trust, grantor agrees:

To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred. Grantor further agrees to pay all costs, and fees, including reasonable attorney's fees to be fixed by the court in the event this Deed of Trust is foreclosed as a mortgage.

It is mutually agreed that:

- 1) Trustee may reconvey, with warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$10.00.
- 2) Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the trustee may either foreclose this Deed of Trust by advertisement and sale in the manner provided for by Washington law or as a mortgage in a court of equity.
- 3) Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. 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, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.
- 4) This Deed of Trust may be assigned by beneficiary without the consent of or notice to grantor.

IN WITNESS WHEREOF, said grantor has hereunto set his hand on the day and year first above written.

Attesting Witness

Buyer

State of WA
County of Skamania

Buyer

Buyer

On this day of April 28, 1978, before me personally appeared the attesting witness, who being by me duly sworn, deposed and said that he resides in King County, State of U.S.A.; that he was present and saw the signer(s) of the foregoing instrument as party(ies) thereto, sign and deliver the same, and they acknowledge the same to be the free act and deed of each and that he, the deponent, thereupon signed his name as subscribing witness thereto at the request of said signer(s).

(SEAL)

W.C. Kuehler
Notary Public for Oregon
My commission expires: 1-5-79

ASSIGNMENT OF DEED OF TRUST BY BENEFICIARY

FOR VALUE RECEIVED, the undersigned beneficiary does grant, bargain, sell, assign, transfer and set over to FAR WEST FEDERAL SAVINGS AND LOAN ASSOCIATION, the Deed of Trust set forth on the reverse hereof together with the Home Improvement Retail Installment Contract therein described and all moneys and obligations therein described or referred to with the interest, and all rights and benefits whatsoever accrued or to accrue under said Instruments.

The assignor covenants that it is lawful owner and holder of the said Deed of Trust and Home Improvement Retail Installment Contract, and that it has good right to sell, transfer and assign the same as aforesaid, and that there is now due and owing upon the said Home Improvement Retail Installment Contract the sum of five thousand one hundred Dollars, plus interest.

Dealer ARBAR Inc
By W.C. Kuehler
(Authorized Signature)

STATE OF _____ ss.
County of _____
_____, 19____

STATE OF Oregon ss.
County of Washington
_____, 19____
Personally appeared W.C. Kuehler
who being duly sworn, did say that he is the _____, and _____
who being duly sworn, did say that he is the _____ of _____ a corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be the free act and deed of said corporation.

Personally appeared the above named _____ and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for _____
(SEAL) My commission expires: _____

Before me:
Henry C. Anderson
Notary Public for _____
(SEAL) My commission expires: _____

80295

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY:

Fredrick L. Schum
OF 1215 W 6th Ave

AT 3:45 M. 5-10 1978

WAS RECORDED IN BOOK 55

OF 279 AT PAGE

RECORDS OF SKAMANIA COUNTY, WASH

Edith
COUNTY CLERK

After Recording Return To
FAR WEST FEDERAL SAVINGS
* 421 S.W. Sixth Ave.
* Portland, Oregon 97204

REGISTERED
INDEXED: SER.
INDEXED:
RECORDED:
COMPARED:
MAILED