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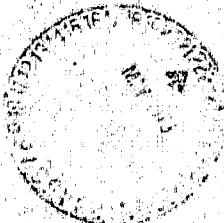
BOOK 45 PAGE 380

DEED OF TRUST

THIS DEED OF TRUST is made this 16th day of May 1978, among the Grantor, JEFFREY P. BRECKEL, AND MARILYN J. BRECKEL, husband and wife, and the Grantee, 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, Rainier, 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 5, OF BLOCK 3, SECOND ADDITION TO HILL CREST ACRE TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AT PAGE 100 OF BOOK "A" OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.



which has the address of Columbia View Ave.,

Street

Washington 98443, (herein "Property Address"),

as set forth in the Deed of Trust.

Stevenson
[Signature]

To all time with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances (subject however to the rights and authorities given herein to Lender to collect and apply such rents, royalties, mineral oil and gas rights and profits, water, water rights, and water stock; and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be also to remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property for the household estate if the Deed of Trust is on a household basis herein referred to as the "Property";

(a) the payment of the indebtedness evidenced by Borrower's note dated (herein "Note"), in the principal sum of THIRTY-EIGHT THOUSAND AND NO/100***** (\$38,000.00) 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 13th of each month (begin December 10, 1978), the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust, and the performance of all covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, paid 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 covering Lender's interest in the Property.

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 therein ("Funds") equal to one-twelfth of the yearly taxes and assessments which may attain prior to, over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of early premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated in daily 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 tax, taxes, assessments, insurance premiums and ground rents as they fall due, and 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 within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

If the amount of the Funds held by Lender, together with its 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 within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 18 hereof, the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property, or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all amounts received by Lender under the Note, and paragraphs 1 and 2 hereof shall be applied by Lender first to payment of amounts payable to Lender by Borrower, then to principal on Future Advances.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fees and impositions attributable to the Property which may attain a priority over this Deed of Trust, and household equipment or ground rents of any kind, in the manner provided under paragraph 2, hereof, or, if not paid in such manner by Borrower making payment when due directly to the payee thereof. Borrower shall promptly furnish to Lender all notices, demands, documents and other papers relating thereto, even though Borrower shall take payment directly. Borrower shall promptly furnish to Lender receipts showing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust provided that Borrower shall not be required to discharge any such lien so long as Borrower shall cause to be made payment of the amounts secured by such lien in a manner acceptable to Lender, or shall in good faith commence action by or consent to execution of such lien in legal proceedings which operate to prevent the enforcement of such lien so long as the Property is not part therof.

5. Hazard Insurance. Borrower shall keep the improvements, structures or fixtures located on the Property insured against loss by fire, hazards included, within the terms, conditions, and subject matter herein set forth. Lender may, and in such amounts and for such periods as Lender may require, pay and collect Lender shall not charge for the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums for insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment when due directly to the insurance carrier.

All insurance policies and renewals shall be in form acceptable to Lender and shall include standard insurance clause in favor of and in form acceptable to Lender. Lender shall have the right to inspect, inspect and review the insurance and Borrower shall promptly furnish to Lender all relevant notices and all receipts of the insurance. In the event of loss and Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make payment to Lender if such amounts are not made available to Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to the insurance premium of the property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust would not thereby impaired. Such restoration or repair is not genetically feasible, or such damage to this Deed of Trust would be impaired, the insurance proceeds shall be applied to the amount of money thus expended, and the excess, if any, shall be paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to restore the same within 30 days from the date notice is mailed by Lender to Borrower that the same requires efforts to be made to obtain insurance benefits, Lender may be authorized to collect and apply the insurance proceeds toender's option either to restoration or repair of the Property or otherwise as secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed the amount of the monthly installments referred to in paragraph 1 and 2 hereof or change the amount of such monthly installments. If under paragraph 18 hereof, the Property is owned by Lender, all right, title and interest in the Property shall be held by Lender in accordance with any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the due date of the monthly installments. Any such amounts shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such date of acceleration.

6. Preservation and Maintenance of Property; easements and limitations; Planned Unit Development. Borrower shall keep the Property in good repair and shall not commit any act or omission or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is a leasehold. If this Deed of Trust is a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceeding involving a bankrupt or insolvent, then, under Lender's option, upon notice to Borrower, may make such appearances before such court and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender requires mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with respect thereto, shall become additional 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 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 condemner 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 in 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 in reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance 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. If a procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Rights Not Cumulative. All rights provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns; Joint and Several Liability; Covenants. The covenants and agreements herein contained shall bind, on behalf of the Successors, shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several, subject to the liability of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions herein.

14. Notice. Except for any notice required under applicable law to be given in another manner, notices to be given to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property. Addresses at such other address as Borrower may designate by notice to Lender as provided herein, and for 10 days notice, Lender shall be given by certified mail, return receipt requested. Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower at Lender when given in the manner designated herein. Deed of Trust shall be deemed to have been given to Borrower at Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This Deed of Trust is a deed of trust combining uniform covenants for national use and non-uniform covenants with such changes as may be required to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the state in which the Property is located. In the event that any provision or clause of this Deed of Trust conflicts with the law of such state, with applicable law, such conflict shall be held to affect only the provision or clause of this Deed of Trust which conflicts, however, without the conflicting provision, all other provisions of this Deed of Trust, and the remainder of this Deed of Trust to be severable.

16. Borrower's Copy. Borrower shall be entitled to a copy of this Deed of Trust and of this Note and of this Deed of Trust at the time of closing and thereafter reasonable before.

17. Transfer of the Property; Assumption. Lender's interest in the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, including (A) the creation of a lien or encumbrance to indicate to third parties that Lender has no interest in the Property, (B) the transfer of the Property to a minor, (C) the transfer of the Property to a corporation or partnership, (D) the transfer of the Property to a trust, (E) the transfer of the Property to a spouse or other close relative, (F) the transfer of the Property to a person who is a creditor of Borrower, (G) the transfer of the Property to a person who is a creditor of Lender, and (H) the transfer of the Property to a person who is a creditor of the sums secured by this Deed of Trust, or (I) the transfer of the Property to a person who is a creditor of Lender. Lender shall have the right to accelerate the maturity of the debt or obligation of Borrower to Lender in the event of any such transfer. Lender shall have the right to require Borrower to assume the obligations of this Deed of Trust by Lender, and to require Borrower to pay to Lender the amount of any deficiency resulting from such transfer. Lender shall release Borrower from all liability under this Deed of Trust and the Note.

If Lender accelerates the debt or obligation of Borrower to Lender, Lender shall mail Borrower notice of acceleration in accordance with paragraph 18 hereof. Such notice shall include a period of not less than 10 days from the date of the mailing of the notice in which Borrower may pay the amounts due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, with or without further notice or demand on Borrower, proceed in remedies permitted by paragraph 18 hereof.

18. Notice of Acceleration. Borrower and Lender agree to the covenants and agreements as follows:

(a) Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay, to pay any sums secured by this Deed of Trust, to render prior to acceleration shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law specifying (i) the breach; (ii) the action required to cure such breach; (iii) a date, no less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (iv) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public auction at a date no less than 120 days in the future. The notice shall either inform Borrower of (i) the right to reinstate after acceleration, (ii) the right to bring a suit action to assert the non-existence of a defense or any other defense of Borrower to acceleration and foreclosure, and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and/or other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After 90 days of such time as may be required by applicable law and after publication of the notice of sale, i.e., i.e., without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale to one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property to said without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or the clerk of the superior court of the county in which the sale took place.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceeding begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day from the date of the sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust. If before entry of judgment Lender has Lender all sums which would be then due under this Deed of Trust, the Note, and any notes securing Lender's Advances, if any, had no acceleration occurred, (i) Borrower may, at Lender's expense, pay all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (ii) Borrower may, at reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in collecting Lender's and Trustee's remedies as provided in paragraph 18 hereof.

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.

25. 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 abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, includ- ing "now past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management o f the Property and collection of rents, including, but not limited to, receiver's fees, premiums on 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 setting forth that said notes are secured hereby.

22. Recovery. 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 reversion. #100

23. Substitute Trustee. In accordance with applicable law, I further may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties contained upon the Trustee's resignation and by applicable law.

In Witness Whereof, Barron has executed this Deed of Trust.

J. J. J. Breckel
J. J. BRECKEL
Manor & Co.

STATE OF NEW YORK

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On this 15th day of May, A.D. 1975 before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn personally, came JEFFREY P. BRECKEL AND

MARILYN J. ERECKEL, husband and wife
and who executed the foregoing instrument, do hereby declare that they signed and sealed the

WILLIAMSON has been selected as the architect for the new **WILLIAMSON** Building at 1000 Peachtree Street, N.E., Atlanta, Georgia.

McCurdy, John August 16, 1900

jewellallen

JWTSY-2008

REFERENCES AND NOTES

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other such notes secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereto and to receive, without warranty, all the estate now held by you under this Deed of Trust, in trust for persons named on the same.

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SEARCHED
INDEXED
SERIALIZED
FILED
RECORDED
COMPILED
MAILED

