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BOOK 55 PAGE 480

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## DEED OF TRUST

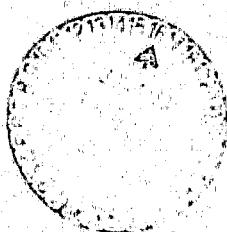
THIS DEED OF TRUST is made this ..... 14th ..... day of ..... June .....

19 79, among the Grantor, \*\*JOHN E. MANNING, JR., AND ERNEST J. MANNING, husband and wife,

TransAmerica Title Company (herein "Trustee"), and the Beneficiary, Riverview Savings Association, a corporaion 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 Clark, State of Washington.

THAT FOLLOWS: THE FOLLOWING DESCRIBED PROPERTY LYING EASTERNLY OF THE EARTHLY LIFE INSURANCE COMPANY ROAD, (COUNTY RD NO. 7006): THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTH EAST QUADRANT OF SECTION 15, TOWNSHIP 3 SOUTH, CLARK COUNTY, WASHINGTON.



which being addressed to the Lender at its principal place of business, 700 N.E. Fourth Avenue, Camas, Washington, Street, (herein "Property Address").

Description: All the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, etc. subject however to the rights and authorities given herein to Lender to collect and apply such amounts due him for mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, or of which, including replacements 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 undivided interest if this Deed of Trust is on a law hold, are herein referred to as the "Property".

To Secure (a) Lender's (a) the repayment of the indebtedness evidenced by Borrower's note dated ..... (herein "Note"), in the principal sum of \$5,747-700/100, (.....), Dollars, with interest thereon, providing for monthly payment of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ..... (.....), (hereinafter "Due Date"), (.....), (.....), (.....); (b) 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 the covenants 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 declaration, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Journal of Clinical Anesthesia, Vol 12, No 6, December 2000, pp 527-532  
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**1. Payment of Principal and Interest.** Borrower shall pay monthly principal and interest as follows:

The Funds shall be held in an instruction the depositary bank, which may be designated by a Federal or state agency including Lender or such an institution. Lender shall cause the funds to pay valid taxes, assessments or insurance premiums and all ground rents. Lender may not assess for so holding and applying the Funds, and may not verify or compute any assessments and taxes. Lender may however, without the Funds' consent, permit Lender to stake out a charge. However, and Lender may agree in writing at the time of the issuance of this Deed of Trust that interest on the Funds shall be paid as follows: \_\_\_\_\_, and if interest is not paid as required such interest to the agent. Lender shall have the right to foreclose on the Funds, and Lender shall give to Borrower a final chance to make arrangements for the Funds, and if Lender does not receive payment for which each debt due to the Funds is in full, The Funds are to be sold at public auction, and the proceeds of the sale to be applied to the debts due to the Funds.

If the amount owing by Lender under this Note is less than the amount of principal and interest due on the date of payment, Lender shall receive a credit on the principal balance of this Note for the amount paid, and Lender's obligations under this Note will be reduced by such amount. If the amount owing by Lender under this Note is greater than the amount of principal and interest due on the date of payment, Lender shall pay the additional amount due on the principal balance of this Note. Lender may prepay this Note at any time without notice or penalty.

Upon no more than one-half of all amounts received by the District of Columbia from the amount held by Lender. If under paragraph A above, the District of Columbia receives less than one-half of the amount held by Lender, then the amount held by Lender shall apply to later amounts received by the District of Columbia.

**3. Application of Parcels.** Note and Paragraph 3 of the Schedule apply under paragraph 1 above. There is no separate parcel for the land in the principal as any 1 acre Acre.

**4. Charges, Liens, Burdens, and Impositions.** The Project shall not be subject to any charges, liens, burdens, or impositions, except as set forth in the Agreement.

THE PRACTICAL USE OF HUMIC SUBSTANCES IN THE  
MANUFACTURE OF FERTILIZERS AND IN THE  
MANUFACTURE OF POLYMER PLASTICS

**6 Hazard Insurance**

The insurance company has agreed that such approach shall not be prohibited provided under paragraph 1(c) of the insurance contract.

All interests, profits and damages arising in favour of and against the Borrower shall remain with the Borrower until full payment has been made by Borrower.

Charles L. Gandy and Harry C. Gandy, Jr., proprietors of the Gandy's Department Store, have sold their business to the new owners of the building, Mr. and Mrs. W. E. H. Smith.

any notice of the termination of the lease or the non-payment of rent, or any other notice, shall be deemed to have been given to the lessee if it is delivered to the lessee's last known address.

10. The following table summarizes the results of the study. The first column lists the variables, the second column lists the sample size, and the third column lists the estimated effect sizes.

#### **6. Preservation and Maintenance of Property** (excluding Construction, Placement & Air Development) shall comply with the provisions of the relevant by-laws.

encumbrance of Plaintiff's right to sue him for his services, which were executed by Burrow, and recorded against him. The same shall be incorporated into and shall govern any agreement, the parties hereto.

**7. Protection of Lender's Security.** (1) Mortgagor shall be responsible for all expenses including, but not limited to, attorney's demands, costs, expenses, judgments, and reasonable attorney's fees, incurred by Lender in connection with the enforcement of any of the terms and conditions of this Agreement or the notes and documents evidencing the indebtedness, or in the collection of any amounts due Lender under this Agreement, including, without limitation, the reasonable attorney's fees and other expenses upon Lender's written request for the payment of such expenses, and the cost of making the last statement by the Clerk of Court necessary for such expenses to remain in effect until such time as he is compensated for such expenses, and (2) Mortgagor shall execute a written agreement or acknowledgeable instrument, in form and substance satisfactory to Lender, whereby Mortgagor agrees to pay to Lender, on demand, all amounts due Lender under this Agreement, and to pay to Lender, on demand, all amounts due Lender under any note or documents evidencing the indebtedness, and to pay to Lender, on demand, all amounts due Lender under any other instrument executed by Mortgagor in favor of Lender.

Any amounts disbursed by Lender pursuant to this paragraph 7 will become due when such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest at such rate as would be permissible under applicable law, or which would otherwise be permitted by the terms of this Agreement, whichever is greater.

**8. Inspection.** Lender may make or cause to be made reasonable examinations upon and at portions of the Property, and at any time during the existence of this Note, Lender shall receive Borrower's consent to any inspection or examination by Lender.

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3-10-15-1300

BOOK 55 PAGE 480

## DEED OF TRUST

THIS DEED OF TRUST is made this ..... 24th ..... day of ..... June .....

1978, among the Grantor, \*\*JOHN E. MANNING, JR. AND ERICA D. MANNING, 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:

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EASTERLY OF THE EASTERN LINE OF LARSON COUNTY ROAD, (COUNTY ROAD NO. 3000); THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 10 E.W.M.



which has the address of ..... Larson Rd ..... Underwood ..... (City)

Grantor ..... (herein "Property Address")  
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (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 again a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated ..... (herein "Note"), in the principal sum of TWENTY-THOUSAND AND NO/100..... \*\*\*\*\* (24,000.00) 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 10th of each month, ...., English, July 30, 1979, ....; 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 the covenants 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 declaratory, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring 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, at sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially 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, and may set account or verifying and computing 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 or earnings on the Funds. Lender shall give to Borrower, without charge, an actual 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, if 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 deficiency within 30 days from the date notice is given 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 payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower principal on any Future Advances.

**4. Charges, Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and household payments or ground rents, if any, 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 of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has a priority over this Deed of Trust, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation so due and be such lien in a manner acceptable to Lender, or shall in good faith cause such lien to be discharged in accordance with such terms.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing on the Property insured against loss by fire, hazard, included within the term "standard coverage," and such other hazards as Lender may require, provided that Lender shall not require that such coverage exceed that amount of coverage required to pay the same created 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 on insurance policies shall be paid in advance by Borrower, provided 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 thereof shall be in form acceptable to Lender and shall include a standard insurance clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all proofs of paid premiums. In the event of loss of Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make place of a new or more expensive policy by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied in the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums specified by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application or 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. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies under and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

**6. Preservation and Maintenance of Property; Lechholds; Condominium; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste 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 upon in a condominium or a planned unit development, Borrower shall observe all of Borrower's obligations under the declaration of 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 same 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 attachment or proceedings involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearance, dispute such sums 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 required an insurance 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 interest thereon, 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 damage, direct or consequential, in connection with any condemnation or other taking of the Property, part thereto, 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 after notice by Lender to Borrower that the condemnor offers to make fails to respond to Lender within 30 days after the date such notice is given, at Lender's option, either to restoration or repair of the property.

Unless Lender and Borrower otherwise agree, applying 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 in interest to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust, but Lender may do so if it deems it necessary.

accrued by this Diesel Trust by reason of any demand made by the original Borrower and Rottnest's successors or 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. The payment of principal or the payment of taxes or other fees or charges by Lender shall not be a waiver of Lender's rights under the instrument or the obligations created by this Diesel Trust.

**12. Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative, to any other rights or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently or independently.

**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, whether or not notice of such succession or assignment is given.

**14. Notice.** I warrant and declare that the address required under applicable law to be given to me at other times is the address prescribed for me by the Deed of Trust shall be given by mailing such notices by certified mail addressed to the President, Secretary or an agent at my address as Deedowner may designate in writing to Lender. If no such address is so designated, Lender may assume that the address set forth in the Deed of Trust is my address. Any notices, demands, or other communications sent to me at such other address as Lender may designate will be deemed to have been given to me at the address set forth in the Deed of Trust unless otherwise specified in such notices, demands, or other communications. However, if Lender sends any notices, demands, or other communications to me at the address set forth in the Deed of Trust and such notices, demands, or other communications are returned to Lender by the post office as undeliverable, Lender may send such notices, demands, or other communications to me at the address set forth in the Deed of Trust again, and such notices, demands, or other communications will be deemed to have been given to me at the address set forth in the Deed of Trust.

**12. Uniforms Used at Trials Concerning Law Severability.** The Uniforms used at trials concerning law severability shall be the same as those used at trials concerning the validity of contracts with third parties, in accordance to Article 10 of the Uniforms and rules of trial procedure. The Defendant may file a motion for the law of severability which the Plaintiff may file for the law of non-voidability or damage. The Plaintiff may file a motion for the law of non-voidability or damage and the Defendant may file a motion for the law of severability.

**16. Borrower's Covenants.** Borrower covenants to pay the principal amount of the Note and of this Deed of Trust at the time and place and in the manner provided in the Note.

**1 Transfer of the Property Assumption**  
1.1 Reference will be made to the transfer of the property by the Lessee to the Lessor as "Transfer".  
1.2 The Lessee shall be entitled to transfer the property to another party at any time during the term of the lease, provided that the transferee agrees to be bound by all the terms and conditions of this lease and to pay the rent and other amounts due under this lease.  
1.3 The Lessee shall give the Lessor written notice of the proposed transfer at least one month before the transfer is to take place.  
1.4 The Lessor shall have the right to accept or reject the proposed transfer within one month of receiving the notice.  
1.5 If the Lessor accepts the proposed transfer, the Lessee shall assign the lease to the transferee and the transferee shall become the new lessee.  
1.6 If the Lessor rejects the proposed transfer, the Lessee shall have the option to terminate the lease or to continue the lease for a further period of time at the same or a higher rent.  
1.7 The Lessee shall not be entitled to transfer the property if it would result in a breach of any law or regulation.  
1.8 The Lessee shall not be entitled to transfer the property if it would result in a breach of any covenant or condition contained in this lease.  
1.9 The Lessee shall not be entitled to transfer the property if it would result in a breach of any provision of the lease agreement between the Lessor and the Lessee.

我们希望，通过这次会议，能够进一步加强中日两国的友好往来，促进两国人民之间的相互了解和友谊。同时，我们希望通过这次会议，能够为中日两国在经济、文化、科技等领域的合作提供一个良好的平台，推动两国在各领域的交流与合作。

(18) Acceleration remedies. Except as provided in paragraph 17, if and upon Borrower's breach of any covenant or condition of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, in its discretion shall give notice in the manner prescribed by applicable law to Borrower and to the other persons entitled to receive notice specifying (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach 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 not less than 120 days in the future. The notice shall further inform Borrower of its right to remedy such acceleration by its right to bring a court action to assert the same systems of defense or any other due use of Borrower's acceleration and foreclosure and (5) 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 any 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.

11. 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 the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee, 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 in 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 10 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may thereupon cause the Property to be sold.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property as sold 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, first to all reasonable costs and expenses of the sale, including, but not limited to, reason, de, trustee's, and attorney's fees and costs of title evidence; (b) to all sums secured by the Deed of Trust; and for the excess, if any, to the person or persons legally entitled thereto, at the clerk of the superior court of the county in which the sale took place.

**19. Borrower's Right to Reinstate.** Notwithstanding the Lender's cancellation of the sums secured by this Deed of Trust, the Lender may, at any time prior to the final maturity date of the Note, re-instate this Deed of Trust and the power of sale contained in the Deed of Trust, by giving notice to the Borrower and to the title company holding the Note, specifying all sums which would be then due under the Deed of Trust, the Note and other financing documents, if any had no acceleration occurred. By giving such notice, the Lender may cancel, rescind or disannul any of the covenants or agreements of Borrower contained in this Deed of Trust, to the extent necessary to effectuate the purpose intended by Lender and Trustee in entering the covenants and agreements of Borrower contained in this Deed of Trust and in extending the Lender's and Trustee's remedies as provided in paragraph 18 hereof.

including, but not limited to, reasonable attorney's fees; and (c) 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 unimpeded. 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 an additional warranty 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, including those past 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, premiums, a 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 and to be paid 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, along with said notes, executed hereby.

**22. Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender will cause 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 recover the Property without warranty and without charge to the person or persons against whom it is delivered. 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 limitation of the foregoing, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and in any instrument executed by the Trustee.

**24. Use of Property.** The Property is not used principally for agricultural or business purposes.

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

Kathy L. Manning, Jr.

Olivia J. Manning

Complaint

STATE OF WASHINGTON

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, for the State of Washington, day and date above written, came before me, \_\_\_\_\_, Notary Public, my affidavit in and who executed the foregoing instrument, and who, to the best of my knowledge and belief, is the true and lawful instrument as follows:

Witness my hand and affidavit this \_\_\_\_\_ day of \_\_\_\_\_,

My Commission expires \_\_\_\_\_.

To the Clerk:

The undersigned certifies that the foregoing instrument was acknowledged before him on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, with all other manner of oaths and affirmations required by law. That he is a Notary Public, duly qualified and authorized to administer oaths and affirmations, and that he has caused the instrument to be acknowledged by the parties thereto, and has caused the instrument to be recorded in the office of the County Clerk of \_\_\_\_\_ County, Washington, and has caused the instrument to be filed in the office of the County Clerk of \_\_\_\_\_ County, Washington.

Date: \_\_\_\_\_

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**9. Condemnation.** The proceeds of any award or claim for damage, 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 sum 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 condemnor 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 by 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. The 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, or the indebtedness secured by this Deed of Trust.

**12. Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any 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.** This 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 of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. Notice.** Except as any notice required under applicable law to be given in another manner, (a) any notice 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 Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to 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 or Lender when given in the manner designated herein.

**15. Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and significant covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excepting (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less, not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

#### **No. 17-10000 CREDIT PARTIES.** Borrower and Lender further covenant and agree as follows:

**18. 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 when due any sums secured by this Deed of Trust, Lender 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: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration at the sums secured by this Deed of Trust and sale of the property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the non-existence of a default 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 any 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 the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee, 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 in 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 as sold 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 proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day before 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 (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing 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.

**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 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 by rents of the Property, including those past 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, premiums on title 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 reforecveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be evidenced by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

**XX. 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 recordation, 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 conveyance of the Property, the successor trustee shall succeed to all the rights, interests and obligations of the predecessor.

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

*John C. Macosay*

30333-6, February 2011

BOSTONIAN

Emma J. Manning

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On this . . . day of . . . , 19 . . . before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared . . . , known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that . . . signed and sealed the said instrument as . . . free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal affixed the day and year in the certificate above written.

My Commission expires: August 1st, 1991

*Notes. Books on the following subjects will be supplied:*

**REQUEST FOR RECONVENTANCE**

To Trustee

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness 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 hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: 11/11/2018 Status: Approved by Manager

*[Space for the Name of the Person Retained for Letter and Signature]*

866801

STATE OF KANSAS  
COUNTY OF SEDGWICK

I HEREBY CERTIFY THAT THIS REPORT

#### **MENTAL MIGRATION**

REGISTERED  
INDEXED: EIR  
INCORRECT  
RECORDED:  
COMPARED  
EXCLUDED