## 5×11094 3-10-16-1400

## DEED OF TRUST

THIS DEED OF TRUST is made this
19.79, among the Grantor, Robert M. Cunningham and Jackie L. Cunningham, husband and
AT-1 13
and existing under the laws of Washington, whose address is 700 N. E. Fourth Avenue, Camas, Washington 98607 (herein "Lender").

A tract of land located in the East melf of the Southeast Cuarter of the Sourthwest Cuarter of Section 16, Township 3 North, Range 10 E. W. M., more particularly described as follows:

Beginning at the Southeast corner of the said Section 16; thence West along the South Line of the Southeast Quarter 270 feet to the point of beginning; thence North Parallel with the East line of said Southeast Quarter 397 feet, more or less, to the Southerly Right of Way Line of the Cooks/Underwood Road as traveled and stablished May 1, 1978; thence Southwasterly along the Southeasterly Right of May of said Cooks/Underwood Road to a point that is 316 feet North of the South Line of said Southeast luarter; thence South 316 feet to a point on the South line that is 105 feet west of the point of beginning; thence East 105 feet to the point of beginning.

Also known as Lot 2 of Rote and A/a Grova's Short Plat recorded in Book 2 of Short Plats, Page 2%-A, Under Auditor's File 's. 85268, Records of Skamania County, Washington.



which has the address of	Latrest	Undarwood
h norsa	(h. rem "Property Address");	(City)

Total the with all the improvements now or hereafter creeted on the property, and all easements, rights, appartenances, 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, was r. 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 and remain a part of the property cost red by this Leed of Trust; and all of the foregoing, together with said property cor the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will varient and defend generally the title to the Property against all claims and demands, subject to any declarations, easenests or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

WASHINGTON - 1 to 4 family-6/75-FHMA/FHLMC UNIFORM DESTRUMENT

UNIFORM COVERANTS Borrower and Lender covenant and agree as follows:

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1. Payment of Principal and Interest. Ectrower shall promptly pay when due the principal of and interest on any Future Advances secured by this Deed of Trust.

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1. Trust and promptly installments of principal and interest are payable under the Note, until the Note is profile in full, a sum (herein "Future Advances secured by this Deed of Trust, and ground reast on the payment of the payment of the profile of a sum (herein "Future Advances secured by the Principal and interest are payable under the Note, until the Note is profile in full, a sum (herein "Future Advances and Instances of Principal and interest are payable under the Note, until the Note is profile in full, a sum (herein "Future Advances and Principal and Interest of Principal and Interest on the Principal and Interest of Principal and Interest on the Principal and Interest on the Principal and reasonable estimates thereof.

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The Funds shall be held in the End of the Principal and Interest of the Interest of the Principal and Interest of the I

insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Leaster and shall include a standard mortgage clause in favor of and in form acceptable to Lender shall have the right to how the policies and renewals thereof, and Borrower shall promptly furnish to Under all senswal notices and all receipts of paid promisms. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly

by Borrower.

Unless I ender 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 teasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically teasible or if the security of this Deed of Trust would be ampaired, the insurance proceeds shall be applied to the sams secured by this Deed of Trust, with the excess, it any, paid to fortower. If the Property is abandoned by Borrower of it Borrower tails to respond to 1 ender within 30 days fr at 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—their to restoration or repair of the Property Unless I ender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the line date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of maind to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or aquisition.

a quisition

6. Preservation and Maintenance of Property: Leaseholds: Condominiums: Planned Unit Developments. Borrower
shall keep the Property in good repair and shall not a mini waste or permit impairment or deterioration of the Property
and shall comply with the provisions of any lease if the Deed of Trust is on a leasehold. If this Deed of Trust is on a unit 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, and condominium or planned unit development, and constituent deciments. If a condominium or planned unit development
rider is executed by Borrower and recorded togethe; with this Deed of Trust, the covenants and agreements of such rider
were a part hereol

snain be incorpora ou min and snail amend and supplement the covenants and agreements of this Deed of Trust as it the rider were a part hereol.

7. Protection of Leader'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, insolver by, code enforcement, or arrangements or proceedings invoiving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse 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 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 of manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall been interest from the date of disbursement at the rate payable tron 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 parmissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

any action hereunder.

8. Inspection. Lender may make of cause to be made reasonable entries upon and inspections of the Property, provided interest in the Coperty.

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 sha, be paid to Lender.

and sha.. 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, yaid 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 inc date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the value of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor ofters 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.

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 it 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 instrance e- 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 incebledness secured by this Dord 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.

successively

13. Successors and Assigns Bound; Joint and Several Liability; Captienss. The covenants and agreements herein contained shall bind, and the rights herein the hill must to the respective successors and assigns of Lender and Berrower, subject to the previsions of paragraph. Ferce: All sovenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraph of the Deed of Trust are for convenience only and are not to be used to interpret or define the provisions herea!

14. Notice Except for any notice shall be applicated to be given in another manner. (a) any notice to Borrower at the Propers Address of another handle shall be about the mathing such notice by certified mail addressed to Borrower at the Propers Address of another handle shall be about the mathing such notice to Lender as provided herein, and return recurst requested, to Lender as provided herein, and return recurst requested to Lender and provided to mithing bed of Trust, Governing I me Saverning to deed of trust combines uniform covenants for national use of the state of the saverning real property is located in the event that the property is located in the event that the saverning real property is located in the event that the saverning real property is located in the event that the saverning real property is located in the event that the saverning real property is located in the event that the saverning real property is located in the event that the saverning real property is located in the event that the saverning real property is located.

15. Uniform Deco to assume that to all the covering real property is a Place of the covering real property is a Place of the covering real property is and to the end the property is and to the end the property is a property in the property in the property is a property in the property in the property is a property in the property in the property in the property is a property in the propert fruit or the Note conflicts with applicable law, such conflict shall Note which and by given effect without the conflicting provision, the Note are declared to be severable. 2011 trited copy of the Note and of this Deed of Trust at the time

17. Transfer of the Property: Assumption.

18. Support of the Property: Assumption.

19. Transfer of the Property: Assumption.

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19. Borrower without I braider for the average of the creation of a lien or encumbrance subordinate to this Deed of Transfer the Leant of the creation of a lien or encumbrance subordinate to this Deed of Transfer the Leant of the creation of the grant of any leasehold interest of three wars or less not containing after the original. The lead of the transfer has been descended in the sums secured by this Deed of Transfer. Lender and the person to the numbed at the transfer has have contested or transfer reach agreement in writing that the creation of such person is satisfactory to I ender the flower's packet on the sums secured by this Deed of Transfer. Lender is alreader shall reader. If I ender has averaged a written as uniqueness accepted in writing has been der shall release Borrower from all obligations ander this Deed of Transfer the Note.

If Lender exercises such option to decelerate provided in this paragraph 17, and if Borrower's successor in microst has exerted a written as uniqueness and ender shall mail Borrower notice of acceleration in accordance with paragraph 14 herce! Such mobile shall provide a period of not less that, 30 days from the date the notice is mailed within back Borrower may pay the sums declared due. If Borrower fals to pay such sums prior to the exercise of such pagaaph 18 hercef.

Nos. Unit only Cicharate.

Nos. Unit only Cicharate. 17. Transfer of the Property: Assumption.

Non-Uniform Continues. Borrower and Lender further covenant in Lagree as follows:

No-Charona Coleman. Between and Lender turther awanan, and agree as follows:

18. Acceleration: Remedies. Except as provided in paragraph 17 hereof, upon Borower'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, ander prior to acceleration shall give notice in the manner prescribed by applicable law to Bor wer and to the other persons, pracribed by applicable fave the specifying; (1) the breach; (2) the artist 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 cursed; 43 (4) that failure to cure such breach or 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 not less than 120 days in the future. The notice shall further intorn Borrower of (1) the right to reinstate after acceleration, (ii) the right to print a central property at public auction at a date not less than 120 days in the future. The notice shall further intorn Borrower of (1) the right to reinstate after acceleration, (ii) the right to reinstate after acceleration, (ii) the right to reinstate after acceleration (ii) the right to reinstate after acceleration (ii) the right to reinstate after acceleration and foreclosure and (iii) any other matters required to be included in such notice by applicable law. If the breach is not curred on or before the date specified in the notice, Lender at Lender's option rear 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 give and sale provided in this paragraph 18, including, but not limited to, reasonable costs and expenses incurred by paragraph and payable without consist the Property for a print of or sale. Lender in other of sale. Lender in other sal

MOOK 55 PAGE 594 including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender shay reasonably requires to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation by pay the sums secured by this Deed of Trust shall continue, Lender's interest in the Property and Borrower's obligation by pay the sums the obligations secured hereby shall remain in full force and effect as if no accele. Son had becurred, the property shall remain in full force and effect as if no accele. Son had becurred, hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonnent of the Property, lender, in person, by agent or by a pointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the entitled to enter upon, take possession of and manage the Property and to collect the enceiver's bonds and reasonable attorney's fees, and then to the sums secured by this 1. and of Trust. Lender and the notes are account only for those trust actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property and collection of rents, including those pay the property secured by this 1. and of Trust. Lender and the noteiver by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be the Deed of Trust when evidenced by promissory notes tating that said notes are secured hereby.

Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be the property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to 23. Substitute Trustee in accordance with applicable law. Lender may from time to time appoint a successor trustee on any Trustee appointed hereuntler who has ceased to act. Without conveyance of the Property, the successor tru IN WITNESS WHEREOF, Borrower has executed this Deed of Trust. STATE OF WASHINGTON, ... Skamania WITNESS my hand and official seal affixed the day and year in this certificate above written. My Commission expires: March 15, 1982 legs. C. Notary Public in and for the State of Washington residing at: White Salmon REQUEST FOR RECONVEYANCE To TRUSTEE: The under igned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

with all other indebtedness secured by this Doed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Doed of Trust, which are delivered hereby, and to reconvey, without warranty, all the

(Space Below This Line Reserved For Lender and Recorder) 86820

COUNTY OF SKAMANIA

HEREBY CERTIFY THAT THE PRINT

INSTRUMENT OF WRITING, PLED BY

COMPARED MAILED

REGISTERED INDEXED: DI INDIRECT: RECORDED: