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85359

Filed for Record at Request of RAINIER NATIONAL BANK

Office: Camas

Address: 328 N. E. 4th, P. O. Box 1010

City and State: Camas, WA 98607

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Ska Co Title Co.
OF Stevenson Wa.
AT 10:08 A Aug 22 1978
WAS RECORDED IN BOOK 55
OF Mtgs AT PAGE 739
RECORDS OF SKAMANIA COUNTY, WASH.
G. O. Todd
COUNTY AUDITOR

DEED OF TRUST

THIS DEED OF TRUST is made this 18th day of August, 19 78, between [illegible] A. Rude and Patti L. Rude, Grantor, whose address is 26.84 E SR 14, Washougal, WA 98671, Skamania County Title Company whose address is P. O. Box 277, Stevenson, WA 98648, Trustee, and RAINIER NATIONAL BANK, Beneficiary, at its above named address.

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

All that portion of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 10, Township 1 North, Range 5 E.W.M., lying Southerly of the Right of Way for Primary State Highway No. 8 acquired by the State of Washington by Deed dated August 31, 1927, and Recorded at Page 395 of Book "V" of Deeds, Records of Skamania County, Washington.

Also the last 50 feet of the Northwest Quarter of the Southeast Quarter of the Northeast Quarter, lying Southerly of State Road No. 14, and all that portion of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter, lying Northerly of County Road No. 1005, Riverview Road, all in Section 10, Township 1 North, Range 5 E.W.M.

AUG 1978
RECEIVED
SKAMANIA COUNTY AUDITOR
STEVENSON, WASH.

SUBJECT TO: Mortgage (deed of trust) dated January 23, 19 78, recorded January 24, 1978 under Auditor's File No. 85665 to Riverview Savings Association, mortgagee (beneficiary), which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Six Thousand Five Hundred Twenty-Nine and 49/100 Dollars ($ 6,529.49) with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and all other sums payable under the terms of said note and/or this Deed of Trust.

PLR WAR

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein, continuously insured against loss by fire or other hazards in an aggregate amount not less than the total debt secured by this Deed of Trust and all other prior liens. All policies shall be in such companies as the Beneficiary may approve and have loss payable to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

[illegible]

6. To promptly and fully perform all of the obligations of the mortgagor or Grantor under the now existing mortgage or Deed of Trust on the property, and to save Beneficiary harmless from the consequences of any failure to do so.

7. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, or otherwise fail to keep and perform any of Grantor's covenants herein contained the performance of which requires the expenditure of money, then, in any such event, the Beneficiary, at its election, may pay such sums as may be necessary to perform such obligations with respect to which the Grantor is in default, without prejudice to Beneficiary's right to accelerate the maturity of this Deed of Trust and to foreclose the same, and any and all amounts so paid shall be repaid by the Grantor to the Beneficiary upon demand, with interest thereon at the rate of 12% per annum from the date of such payment, and all such payments, with interest as above provided, shall, from the date of payment, be added to and become a part of the indebtedness secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award of such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. If the Grantors, or any of them, transfer the property covered by this Deed of Trust, or any part thereof, or any interest therein, or shall be divested of their title to the property, or any interest therein, in any manner or way, whether voluntary or involuntary, all indebtedness evidenced by the note secured by this Deed of Trust shall immediately become due and payable at the option of the holder and without demand or notice.

9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

________________________ (Seal)

________________________ (Seal)

________________________ (Seal)

________________________ (Seal)

STATE OF WASHINGTON
COUNTY OF [illegible] } ss.

On this day personally appeared before me

____

____

to me known to be the individual described in and who executed the within foregoing instrument, and acknowledged that [illegible] signed the same as [illegible] free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this [illegible] day of August 19[illegible]

____
Notary Public in and for the State of Washington, residing at [illegible]

STATE OF WASHINGTON
COUNTY OF ________ } ss.

On this ______ day of ____________, 19____, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ____________

____

and ________________________

to me known to be the ____________ President and ____________ Secretary respectively, of ____________

____

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ____________ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

____
Notary Public in and for the State of Washington, residing at ____________

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated ____________________, 19____

____

____

____

Mail reconveyance to ____________

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