

STATE OF WASHINGTON
SK 9077
1-5-10-101

This form is used in connection with deeds of trust insured under the new favorable provisions of the National Housing Act.

DEED OF TRUST

3RD day of AUGUST 1978

BY **DUANE J. GRUEPPER AND LINDA I. MARSHALL, AN UNMARRIED WOMAN** as Grantor,

whose address is **11, P. O. BOX 1, RIVERSIDE DRIVE, WASHOUGAL, WASHINGTON 98671**

and **RAINIER NATIONAL BANK** as Trustee,

whose address is **1100 SECOND AVENUE, SEATTLE, WASHINGTON 98124**

and **RAINIER MORTGAGE COMPANY, A WASHINGTON CORPORATION**

as Beneficiary,

whose address is **P. O. BOX 33040, SEATTLE WASHINGTON 98124**

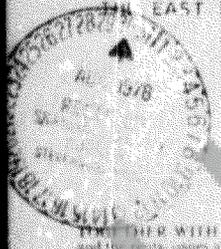
Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in **SKAMANIA** County, Washington:

DESCRIPTION:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 3 E.W.M.

EXCEPT THAT PORTION THEREOF LYING NORTHERLY OF RIVERSIDE DRIVE EXTENDING FROM STATE ROAD 14 WESTERLY TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 10;

AND EXCEPT THAT PORTION THEREOF LYING WESTERLY OF RIVERSIDE DRIVE EXTENDING FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 10 TO THE EAST LINE OF SAID SUBDIVISION.



Notified Copy

TOGETHER WITH all the interest, benefits, rights, and advantages now or hereafter thereon accruing or in any-wise appertaining and the receipts and profits thereon.

THIS DEED IS FOR THE PURCHASE OF SECURITY OF PERFORMANCE OF A MORTGAGE INSURANCE POLICY CONTAINED AND COVERED OF THE SUM OF **THIRTY-ONE THOUSAND THREE HUNDRED AND NO/100** Dollars, \$ **31,300.00**, with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary in order and made by Grantor, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

The Grantor, Trustee and Beneficiary agree as follows:
1. That he will pay the indebtedness secured hereby, including a reserve to pay the deficit in which, or in an amount equal to one or more monthly payments on the principal that are next due on the date on the first day of any month prior to maturity, however. That written notice of an intention to exercise such privilege is given at least thirty days prior to prepayment.

2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, or the first day of each month said note is fully paid, the following sums:

- (i) An amount sufficient to provide the Beneficiary with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge in lieu of a mortgage insurance premium if they are held by the Secretary of Housing and Urban Development, as follows:
 - (A) If and so long as said note and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate to the credit of the Beneficiary one (1) month prior to its due date the annual mortgage insurance premium, in order to provide the Beneficiary with funds to pay such premium; or the Secretary of Housing and Urban Development account to the National Housing Act, as amended, and applicable regulations thereunder; or
 - (B) If and so long as said note and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account delinquencies or prepayments.
 - (ii) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments hereon due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on such mortgage, a policy as may be required under paragraph 9 hereof, satisfactory to Beneficiary, against any loss by fire, to be paid to Beneficiary all months and notices thereof, less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and special assessments; and
 - (iii) All payments mentioned in the two preceding subdivisions of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:
 - (i) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 - (ii) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (iii) interest on the note secured hereby; and
 - (iv) amortization of the principal of said note.
- Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The agreement provided for in paragraph 2 is solely for the added protection of the Beneficiary and shall be a responsibility on the Beneficiary's part before the allowing of any credit, without interest, for the sums actually received by it upon assignment of this Deed of Trust by the Beneficiary. All funds on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Assignee all rights of the Grantor with respect to any funds accumulated hereunder.

insurance premiums shall be paid by Grantor. If at any time Grantor shall tender to Beneficiary, in accordance herewith, full payment of the entire indebtedness secured hereby, Beneficiary shall, if so directed by the amount of indebtedness secured, to the account of Grantor all payments made under the provisions of (a) of paragraph 1, which Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated pursuant to (b) of paragraph 2. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amount of principal then remaining unpaid under said note and pay partly and any payments which shall have been made under said paragraph 2.

5. I, keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to inspect the property at any time during reasonable hours.

6. To acquire or receive promptly and in good workable shape, whether any building or improvement which may be constructed, damaged or destroyed the same, and to pay therefor all costs incurred herefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction or improvements on said property, Grantor further agrees:

- (a) To commence construction promptly and in any event within thirty (30) days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary.
- (b) To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof.
- (c) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice to Grantor of such fact.
- (d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this number 6 paragraph, is authorized to accept as true and conclusive all facts and statements herein, and to act thereon hereunder.

7. Not to remove or diminish any building, improvements thereon or any fixtures or other property in or used in connection with said building or improvements.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. The property that is the subject of this Deed of Trust is not used primarily or primarily for agricultural or farming purposes.

9. To cause the building, improvements and fixtures now existing on hereafter erected on the mortgaged property insured as may be required from time to time by the Beneficiary, against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance policies for payment of which has not been made hereunder. All insurance shall be earned in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have assigned thereby loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss or damage to the property, the Beneficiary, who may make such payment, shall be deemed to have paid such loss and the Beneficiary shall be deemed to have given prompt notice by mail to the Beneficiary, who may make such payment, for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or a part of them, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title in the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor, in and to any insurance policies then in force shall pass to the Beneficiary.

10. In the event of and in defense of any suit, action or proceeding that might affect the value of the security instrument or the security itself or the rights of the Beneficiary of Trustee, and should Beneficiary or Trustee elect also to appear and defend any such action or proceeding the Grantor shall, at all times, reimburse Grantor and, on demand, reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including court costs, and all other expenses incurred by Beneficiary or Trustee in connection with any such suit, action or proceeding, and the sum of all such expenditures shall be secured by this Deed of Trust with interest, as provided herein, and shall be due and payable on demand. I, my heirs, assigns, and of my estate, and my personal attorneys, agree in a proceeding of suit brought by Beneficiary or Beneficiary by this Deed of Trust.

11. To pay at least ten (10) days before due date of rents, taxes, assessments and all other charges, obligations with interest, that may now or hereafter be secured against or claimed upon the property that is the subject of this Deed of Trust by any person, whether or not such person or persons be the owner of the property, for which person or persons has not been made hereunder, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes, assessments, rates, fees and charges of any kind, and all other charges, obligations with interest, that may now or hereafter be secured by this Deed of Trust with interest, as provided herein, and shall be due and payable on demand. I, my heirs, assigns, and of my estate, and my personal attorneys, agree in a proceeding of suit brought by Beneficiary or Beneficiary by this Deed of Trust.

12. To pay at least ten (10) days before due date of rents, taxes, assessments and all other charges, obligations with interest, that may now or hereafter be secured against or claimed upon the property that is the subject of this Deed of Trust by any person, whether or not such person or persons be the owner of the property, for which person or persons has not been made hereunder, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes, assessments, rates, fees and charges of any kind, and all other charges, obligations with interest, that may now or hereafter be secured by this Deed of Trust with interest, as provided herein, and shall be due and payable on demand. I, my heirs, assigns, and of my estate, and my personal attorneys, agree in a proceeding of suit brought by Beneficiary or Beneficiary by this Deed of Trust.

13. To pay at least ten (10) days before due date of rents, taxes, assessments and all other charges, obligations with interest, that may now or hereafter be secured against or claimed upon the property that is the subject of this Deed of Trust by any person, whether or not such person or persons be the owner of the property, for which person or persons has not been made hereunder, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes, assessments, rates, fees and charges of any kind, and all other charges, obligations with interest, that may now or hereafter be secured by this Deed of Trust with interest, as provided herein, and shall be due and payable on demand. I, my heirs, assigns, and of my estate, and my personal attorneys, agree in a proceeding of suit brought by Beneficiary or Beneficiary by this Deed of Trust.

14. To pay at least ten (10) days before due date of rents, taxes, assessments and all other charges, obligations with interest, that may now or hereafter be secured against or claimed upon the property that is the subject of this Deed of Trust by any person, whether or not such person or persons be the owner of the property, for which person or persons has not been made hereunder, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes, assessments, rates, fees and charges of any kind, and all other charges, obligations with interest, that may now or hereafter be secured by this Deed of Trust with interest, as provided herein, and shall be due and payable on demand. I, my heirs, assigns, and of my estate, and my personal attorneys, agree in a proceeding of suit brought by Beneficiary or Beneficiary by this Deed of Trust.

15. To pay at least ten (10) days before due date of rents, taxes, assessments and all other charges, obligations with interest, that may now or hereafter be secured against or claimed upon the property that is the subject of this Deed of Trust by any person, whether or not such person or persons be the owner of the property, for which person or persons has not been made hereunder, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes, assessments, rates, fees and charges of any kind, and all other charges, obligations with interest, that may now or hereafter be secured by this Deed of Trust with interest, as provided herein, and shall be due and payable on demand. I, my heirs, assigns, and of my estate, and my personal attorneys, agree in a proceeding of suit brought by Beneficiary or Beneficiary by this Deed of Trust.

16. In the event of any default by Grantor in the performance of any agreement hereunder, Beneficiary does not waive its right either to require prompt payment when due of any amount then secured or to declare default for failure so to pay.

17. At any time after the date of execution hereof, if Beneficiary, payment of its fees and presentation of this Deed and the note for endorsement (in case of full recourse note), for cancellation and retention, without charge the liability of any person for the payment of the indebtedness secured hereby shall consent to the making of any map or plan of said property, and to the making of any agreement or creating any restriction thereon, or joint or any subordination or other agreement affecting this Deed or the term of the same, or the amount thereof, or recovery, without warranty, all or any part of the property. The Grantor in any conveyance may be described as the "person or persons legally entitled thereto" and the recitals therein of any matters as facts shall be conclusive proof of the truthfulness thereof.

18. The collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such a sale.

19. In the event of any default by Grantor in the performance of any agreement hereunder or should this Deed and said note not be fully paid in accordance under the National Housing Act within eight (8) months from the date hereof (written statements of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to eight (8) months from the date of this Deed, declining to insure said note and this Deed, being hereunder, a conclusive proof of such delinquency), or should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force and effect for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable, and any waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder.

20. In the event of any default by Grantor in the performance of any agreement hereunder 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. 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, and 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 accordance 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. 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 and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor Trustee, and upon the death of

DEED OF TRUST

This form is used in conjunction with deeds of trust insured under the one-to-four percent provisions of the National Housing Act.

23RD day of AUGUST, 1978

WE, **DUANE J. GROEPPER AND LINDA I. MARSHALL, AN UNMARRIED WOMAN**, as Grantor,

whose address is **1100 SECOND AVENUE, SEATTLE, WASHINGTON 98124**

and **RAINIER NATIONAL BANK**, as Trustee,

whose address is **1100 SECOND AVENUE, SEATTLE, WASHINGTON 98124**

and **RAINIER MORTGAGE COMPANY, A WASHINGTON CORPORATION**, as Beneficiary,

whose address is **P.O. BOX 13040, SEATTLE WASHINGTON 98124**

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with interest thereon, the following described property in **SKAMANIA** County, Washington:

DESCRIPTION

THE SOUTHEAST QUARTER OF THE SOUTH-EAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 4 EAST.

EXCEPT THAT PORTION THEREOF BOUNDING THE NORTH OF RIVERSIDE DRIVE EXTENDING FROM STATE ROAD 14 WESTERLY TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 30;

AND EXCEPT THAT PORTION THEREOF BOUNDING THE WESTERLY OF RIVERSIDE DRIVE EXTENDING FROM THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 30 TO THE EAST LINE OF SAID SECTION 30.



TOGETHER WITH all the covenants, hereditaments and appurtenances now or hereafter thereto belonging or in anywise 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 **THIRTY-ONE THOUSAND THREE HUNDRED AND NO/100** Dollars (\$ **31,300.00**) with interest thereon according to the terms of a promissory note of a date herewith, payable to Beneficiary or order and made by Grantor; and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

The Grantor covenants and agrees as follows:

1. That he will pay the indebtedness secured hereby. Priority is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the date, on the first day of any month prior to maturity. *Provided, however*, That written notice of an intention to exercise such priority, is given at least thirty (30) days prior to prepayment.

2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note set forth hereby, on the first day of each month until said note is fully paid, the following sums:

- (a) An amount sufficient to provide the Beneficiary with funds to pay the next mortgage insurance premium if the instrument and the note secured hereby are insured, or a monthly charge in lieu of a mortgage insurance premium if they are held by the Secretary of Housing and Urban Development, as follows:
 - (i) If and so long as said note and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Beneficiary such funds to pay such premium as the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder; or
 - (ii) If and so long as said note and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge in lieu of a mortgage insurance premium which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account delinquencies or prepayments.
- (b) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums if at all next become due and payable on such insurance policies as may be required under paragraph 9 hereof, satisfactory to Beneficiary. Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor; and all payments to be made under the note secured hereby prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:
 - (i) premiums charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge in lieu of mortgage insurance premiums, as the case may be;
 - (ii) ground rents, if any; taxes; special assessments, fire and other hazard insurance premiums;

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.

21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.

22. Any notices to be given to Grantor by beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the property above described; or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

S. P. Co. Little Co.

OF Astoria, Wash

ON 2nd day of Nov 30 1928

AS RECEIVED IN BOOK 55

AT PAGE 762

OFFICE OF SKAMANIA COUNTY, WASH

S. P. Little

COUNTY CLERK

BY A. Babcock

REGISTERED
INDEXED: DIR
INDIRECT
RECORDED
COMPARED
FILED

Duane J. Groepper
DUANE J. GROEPPER

SEAL

Linda I. Marshall
LINDA I. MARSHALL

SEAL

SEAL

SEAL

STATE OF WASHINGTON,
COUNTY OF CLARK

I, the undersigned, a notary public
day of AUGUST 19 28, personally appeared

before me, and they being duly sworn, they are known to be the individual

described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein contained.

they signed and sealed the same as their

Given under my hand and official seal of the said State of Washington

VANCOUVER

REQUEST FOR FULL RECOGNIZANCE

TO: TRUSTEE

The undersigned, the Grantor and holder of the said 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 behalf of your said Deed of Trust, to cancel the same under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust, 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

Mail or messenger to

STATE OF WASHINGTON
COUNTY OF

I hereby certify that this within Deed of Trust was filed in this office for Record on the _____ day of _____ A.D. 19 _____ at _____ o'clock _____ m., and was duly recorded in Book _____ of Records of Mortgages of _____ County, State of Washington, on page _____

County Auditor

By _____ Deputy