



87146

DEED OF TRUST

BOOK 55 PAGE 768

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Name: JOSEPH L. UDALL
 Attorney at Law
 Address: P. O. Box 425

City and State: White Salmon, WA 98672

SK1160

3-9-14-2960



REGISTERED	
INDEXED: DIR	
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RECORDED:	
COMPARED	
MAILED	

DEED OF TRUST

THIS SPACE RESERVED FOR RECORD'S USE
 STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY _____ OF _____ AT _____ 1978 WAS RECORDED IN BOOK _____ OF _____ AT PAGE _____ RECORDS OF SKAMANIA COUNTY, WASH. COUNTY AUDITOR

THIS DEED OF TRUST made this 1st day of August 1978 between
 RODNEY F. LEMLEY and MARILYN C. LEMLEY, husband and wife
 whose address is Box 315,ingen, Washington 98625
 and SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 1111 4th Avenue, Seattle, Washington 98125,
 and ARTHUR F. MOORE and ELIZABETH A. MOORE, husband and wife,
 whose address is Route 2, Box 57, White Salmon, Washington 98672

That portion of Lot 7 of Oregon Lumber Company's Subdivision recorded in Book "A" of Plats, at page 29, records of Skamania County, Washington, described as follows: Beginning at the northeast corner of Lot 5, thence west along the north line of Lot 5 a distance of 164 feet, thence south parallel with the east line of Lot 5 a distance of 164 feet to the southwest corner of that tract of land conveyed to Gerald F. Titchenal and Theresa Titchenal, husband and wife, by warranty deed recorded under Auditor's File No. 79057, and the true point of beginning of this description; thence continuing south a distance of 167 feet to the northeast corner of that tract of land conveyed to John C. Doolittle and Beverly A. Doolittle, husband and wife, by warranty deed recorded under Auditor's File No. 80881, records of Skamania County, Washington, thence east parallel to the south line of said Lot 5 a distance of 164 feet to a point on the east line of Lot 7, said point being also the northeast corner of the Doolittle Tract; thence north along the east line of Lot 7 a distance of 167 feet to the southeast corner of the Titchenal tract; thence west a distance of 264 feet to the point of beginning.

which said property is well and permanently fit and adapted for farming purposes, together with all the improvements, improvements, and appurtenances thereunto in any way 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

TWENTY-SIX THOUSAND DOLLARS (\$26,000.00)

with interest, in accordance with the terms of a promissory note of date date hereunto, payable to Beneficiary or order, and made by Beneficiary and all persons, heirs, assigns and persons claiming, and also such further sums as may be advanced or loaned by Beneficiary to Beneficiary, for all of their use, benefit or request, together with interest thereon, in such time as shall be agreed upon.

To preserve the security of this Deed of Trust, for the reasons 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 taxes, taxes and assessments upon it a property, to keep the property free and clear of all other charges, liens or encumbrances excepting the security of this Deed of Trust.

3. To keep all fire, burglar, theft or liability insured on the property described herein continuously insured against loss by fire or other hazards to an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have non-payable first to the Beneficiary, as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon the indebtedness hereby secured in such order as the Beneficiary shall determine. Any action by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all proceeds of the insurance policies then in force shall be paid to the Beneficiary at the time of sale.

4. To defend any action or proceeding purporting to affect the security hereof or the title 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 to enforce 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.

6. Should Chapter 64 be paid, also any taxes, assessments, insurance premiums, liens, or contributions, or other charges against the property hereunto, we do hereby certify that we pay the same, and the amounts so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property herein taken or conveyed in an eminent domain proceeding, the entire amount of the tax and on 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 proof of payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall recover 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, the 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, (as amended), 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 the 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 or may be deposited with the clerk of the superior court of the county in which sale takes place.

5. Trustee shall deliver to the purchaser at the time its deed, without warranty, which shall convey to the purchaser the property 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 hereafter acquire 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 in due 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 an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, 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 new trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party herein of pending suit or of this 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. This Deed of Trust applies to, inures to the benefit of, and is binding upon all the parties herein, but is not binding upon legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the person or persons named herein as Beneficiary herein, whether or not named as Beneficiary herein.

STATE OF WASHINGTON

COUNTY OF Slickitat

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, RODNEY P. LEMAY and MARILYN E. LEMAY

who executed to me the foregoing instrument, and who acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein expressed.

GIVEN under my hand and official seal this

27th day of August, 1978.

Notary Public in and for the State of Washington.

My office is at White Salmon.

REQUEST FOR FULL RECONVEYANCE

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

TO: TRUSTEE

The undersigned is the leg. owner and holder of the note and all sums 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 referenced, 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 _____