

87236


**Chicago Title  
Insurance Company**

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name..... **Clarkco Federal Credit Union**  
 Address..... **PO Box 764**  
 City, State, Zip..... **Vancouver, Wash 98666**

REGISTERED ☒  
 INDEXED: DIP ☒  
 INDIRECT: ☒  
 RECORDED:  
 COMPARED  
 MAILED

BOOK 55 PAGE 807

THIS SPACE PROVIDED FOR RECORDER'S USE,  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE ABOVE  
 INSTRUMENT OF WRITING FILED BY  
First American Title Co.  
 (OF Seattle, Wash)  
 AT 11:25 A.M. Sept 18, 1978  
 WAS RECORDED IN BOOK 55  
 OF Page AT PAGE 807  
 RECORDS OF SKAMANIA COUNTY, WASH.  
Jim Todd  
 COUNTY AUDITOR

## Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 12th day of September, 1978, between

Terry W. Miller

GRANTOR.

 whose address is  
 40 Lakeshore Dr

 CHICAGO TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is 1415 Fifth  
 Avenue, Seattle, Washington 98171, and

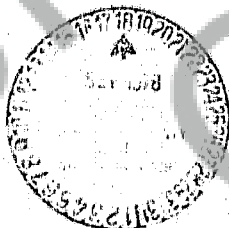
Clarkco Federal Credit Union

BENEFICIARY.

 whose address is  
 PO Box 764 Vancouver, Wash 98666

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

Lot 14, Block 3, plat of relocated North Burnsville recorded in Book B  
 of Plats, page 9, under Skamania County File No. 83466 also recorded  
 in Book B of Plats, Page 25, under Skamania County File No. 84429, records  
 of Skamania County, Washington.



which real property is not used principally for agricultural or farming purposes, together with all the ten-  
 ements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise apper-  
 taining, 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 FOUR THOUSAND EIGHT HUNDRED TWENTY EIGHT DOLLARS AND no/100  
DOLLARS (\$4,828.00.....)  
 with interest, in accordance with the terms of a promissory note of even date herewith, payable to Bene-  
 ficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, 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.

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 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 loss 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 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.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount 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 in 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 or such portion 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 covenant contained herein, all sums secured hereby shall immediately become due and payable at the option of the Trustee. In the event of default upon written request of Beneficiary, Trustee shall sell the trust property in accordance with the terms of the Deed of Trust. The sale shall be at public auction to the highest bidder. Any person except Trustee may bid at the auction. The proceeds of the sale shall be distributed as follows: (1) to the expense of the sale including a reasonable Trustee's and attorney's fees and costs of the obligation secured by this Deed of Trust; (2) the surplus, if any shall be distributed to the person entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, of the property sold. The interest in the property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust and which he may have acquired thereafter, Trustee's deed shall recite the facts showing that the same was sold in accordance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of the facts so recited and in favor thereof in favor of bona fide purchaser and encumbrancers for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust in which the property is sold, shall be a complete remedy; Beneficiary may cause this Deed of Trust to be foreclosed at any time.
7. In the event of the death, incapacity, disability or resignation of Trustee, the Trustee shall be succeeded by the Trustee named in the deed and upon the recording of such appointment in the mortgage records of the county in which the property is sold, said the successor trustee shall be vested with all powers of the original trustee. The Trustee shall execute and deliver to the Beneficiary a deed of pending sale under any other Deed of Trust or of any action or proceeding in which the property is sold, and shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inure to, the benefit of, and is binding not only on the parties hereto but also on their heirs, assigns, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby whether or not named as Beneficiary herein.

STATE OF WASHINGTON  
COUNTY OF Clark } ss.

On this day personally appeared before me  
Terry W. Miller

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

GIVEN under my hand and official seal this  
12th day of September 1978

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

STATE OF WASHINGTON  
COUNTY OF } ss.

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

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 this 19th day of September 1978