

DEED OF TRUST

SL-1114  
LS-748  
3-9-78-DA-3:30

THIS DEED OF TRUST is made this 7th day of August 1978, among the Grantor, NORMAN D. BYE AND ARLINE A. BYE, husband and wife

(herein "Borrower"), TransAmerica Title Company (herein "Trustee") and the Beneficiary, Riverview Savings Association, a corporation organized and existing under the laws of Washington, whose address is 700 N. E. Fourth Avenue, Camas, Washington 98607 (herein "Lender").

Borrower, VER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skamania, State of Washington:

A TRACT OF LAND LOCATED IN LOT 1 OF STEVENSON PARK ADDITION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AT PAGE 38 OF BOOK "A" OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1 OF STEVENSON PARK ADDITION AFORESAID 300 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1 EXTENDED EAST; THENCE WEST 200 FEET; THENCE SOUTHEASTERLY TO A POINT 185 FEET WEST AND 350 FEET SOUTH OF THE NORTH LINE OF THE SAID LOT 1; THENCE SOUTHEASTERLY TO A POINT 132 FEET WEST AND 450 FEET SOUTH OF THE NORTH LINE OF THE SAID LOT 1; THENCE SOUTHEASTERLY TO THE SOUTHEASTERN ANGLE POINT OF THE SAID LOT 1; THENCE SOUTHWEST ALONG THE EAST LINE OF THE SAID LOT 1 TO THE POINT OF BEGINNING;

EXCEPT A TRACT OF LAND AND EASEMENTS TO SAID TUGENE TURNER AND BESSIE M. TURNER, HUSBAND AND WIFE, BY DEED DATED 11/15/77 AND AS RECORDED AT PAGE 463 OF BOOK 32 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

SUBJECT TO AND TOGETHER WITH AN EASEMENT AND RIGHT OF WAY FOR THE JOINT USE OF AN EXISTING DRIVEWAY ALONG THE WESTERLY BOUNDARY OF SAID PREMISES;

AND SUBJECT TO EASEMENTS AND RIGHTS OF WAY FOR COUNTY ROAD KNOWN AND DESIGNATED AS STRAWBERRY ROAD.

which has the address Strawberry road Stevenson WA 99548 (herein "Property Address")

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, 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, water, 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 covered by this Deed of Trust; and all of the foregoing, together with said property (or the household estate if this Deed of Trust is on a household) are herein referred to as the "Property".

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated (herein "Note"), in the principal sum of TWELVE THOUSAND EIGHT HUNDRED AND NO/100\*\*\*\*\*(\$12,800.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the 10th of each month. Begins September 10, 1978, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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



The proceeds of any award or claim for damages, direct or consequential, in connection with any...

...of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned...

...of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust...

...of the Property, or if, after notice by Lender to Borrower that the condemnor offers to make...

...Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall extend...

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder...

12. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right...

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein...

14. **Notice.** Except for any notice required under applicable law to be given to another party, all notices to Borrower...

15. **Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use...

16. **Borrower's Copy.** Borrower shall be deemed to have received a copy of the Note and of this Deed of Trust at the time...

17. **Transfer of the Property; Assumption.** If at any time the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent...

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof...

NON-ENFORCEMENT COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration Remedies.** Except as provided in paragraph 17 hereof, upon Borrower'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...

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of a event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale...

Trustee shall deliver to the purchaser or Trustee's client conveying the Property as sold without any covenant or warranty, expressed or implied. The records in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein...

19. **Borrower's Right to Redeem.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier of (a) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust...

including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the sum of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust and evidenced by promissory notes stating that said notes are secured hereby.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. Use of Property. The Property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

*Norman O. Bye*  
NORMAN O. BYE — Borrower  
*Arline A. Bye*  
ARLINE A. BYE — Borrower

STATE OF WASHINGTON, SKAMANIA County

On this 7th day of August, 1978, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared NORMAN O. BYE AND ARLINE A. BYE, husband and wife, to me known to be the individual(s) described, in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

My Commission expires August 16, 1980

*Paul Walker*  
Notary Public in and for the State of Washington residing at STEVENSON

REQUEST FOR RECONVEYANCE

To TRUSTEE:  
The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: .....

87216

(Space Below This Line Reserved For Lender and Recorder)



STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY *Shelby Co Title Co* OF *Stevenson, WA* AT *4:00 P.M. 8-19-78* WAS RECORDED IN BOOK *55* OF *117* AT PAGE *811* RECORDS OF SKAMANIA COUNTY, WASH.

