

BN50

THIS SPACE PROVIDED FOR RECIPIENT'S USE

Filed for Record at Request of

Name

Address

City and State

PTM File No.

DEED OF TRUST

THIS DEED OF TRUST, made this 25 day of August, 1978

Between John J. Sharples and Mary J. Sharples, Grantor,

whose address is MPO 23 Vine Maple Loop Carson Washington 98610

Pioneer National Title Insurance Company -- a corporation, Trustee, whose address is P.O. Box 409

Vancouver Washington, and Portland Federal Employees Credit Union

Beneficiary whose address is 421 S.W. 5th Avenue Portland Oregon 97204

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

See Attached Schedule A, Lots 3 and Lot 4



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 one thousand three hundred sixty seven dollars and 50/100 ***** Dollars (\$ 9,367.50) with interest, in accordance with the terms of a promissory

note dated herewith payable to Beneficiary 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 commit no waste thereof; to complete any building, structure or improvement of 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 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 accordance with the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to enforce 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 right 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 securing 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 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 thereon upon 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 encumbrances 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 of the 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 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.

[Signature] (Seal)
[Signature] (Seal)
(Seal)
(Seal)

STATE OF WASHINGTON }
COUNTY OF Skamania } ss.

On this day personally appeared before me
John J. Sharples
Mary J. Sharples
to me known to be the individual described in and
who executed the within foregoing instrument, and
acknowledged that they signed the same as
their free and voluntary act and deed, for
the uses and purposes therein mentioned.
GIVEN under my hand and official seal this
18 day of September, 1978.
[Signature]
Notary Public in and for the State of
Washington, residing at Carson

STATE OF WASHINGTON }
COUNTY OF } ss.

On this day of , 19 ,
before me, the undersigned Notary Public in and for the State of Washing-
ton, duly sworn personally appeared
and
to me known as 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 corpora-
tion, for the uses and purposes therein mentioned, and on oath stated
that was 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.
[Signature]
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 convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated 19

Full reconveyance is
April

87250

Lot 3

A tract of land located in the Southwest Quarter of the Southeast Quarter of Section 17, Township 3 North, Range 8 East Willamette Meridian, described as follows:

Beginning at the quarter corner common to Sections 17 and 20, Township 3 North, Range 8 East Willamette Meridian; thence East 201.6 feet; thence North 280 feet to initial point of tract hereby described; thence East 135.6 feet; thence North 113.5 feet; thence East 135.6 feet; thence South 113.5 feet to initial point;

Said tract being also designated as Lot 3 of North W. Esch's Short Plat recorded at page 53 of Book 1 of Short Plats under Auditor's File No. 83315, Records of Skamania County, Washington.

Lot 4

A tract of land located in the Southwest Quarter of the Southeast Quarter of Section 17, Township 3 North, Range 8 East Willamette Meridian, described as follows:

Beginning at the quarter corner common to Sections 17 and 20, Township 3 North, Range 8 East Willamette Meridian; thence East 201.6 feet; thence North 393.5 feet to the initial point, said point being on the line of Carson Valley Park Subdivision; thence South 52.6 feet; thence West 62.6 feet; thence South 209.8 feet; thence West 109.8 feet; thence South 113.5 feet; thence East 271.5 feet to initial point;

Said tract being also designated as Lot 4 of North W. Esch's Short Plat recorded at page 53 of Book 1 of Short Plats under Auditor's File No. 83315, Records of Skamania County, Washington.

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR WRITING IS BY

Anderson Lumber Co.

Anderson Lumber Co.

AT 2:50 P.M. April 22, 1928

AND RECORDED IN BOOK 55

AT 11:15 AT PAGE 217-2

RECORDS OF SKAMANIA COUNTY, WASH.

S. P. Todd

B. Babcock

REGISTERED	<input checked="" type="checkbox"/>
INDEXED, OR	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
UNAPPROVED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>