

87280

DEED OF TRUST

BOOK 55 PAGE 835

SAFECO TITLE INSURANCE COMPANY

Record at Request of

KLICKITAT VALLEY BANK

P. O. Box 307

City and State White Salmon, WA 98672

THIS SPACE RESERVED FOR RECORD RETURN

STATE OF WASHINGTON CLICKITAT

Vol 120 of MTGS 138-9

Rec filed KCTC

August 7, 2:11 p.m. 78

[Signature]

SEE RETURN

THIS DEED OF TRUST DATED August 7, 1978

TERRY and MARY K. HEINDL

whose address is Star Route, Cook, Washington 98605

SAFECO Title Insurance Company, a California Corporation
and KLICKITAT VALLEY BANK

whose address is P. O. Box 307, White Salmon, WA 98672

WITNESSETH Grantor that the above described property is situated in Skamania

The West half of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 10, Township 3 North, Range 9 E.W.M.

which real property is not used principally for agricultural or farming purposes, together with all the 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 SIXTEEN THOUSAND FIVE HUNDRED and no/100----- Dollars \$ 16,500.00

with interest in accordance with the terms of a promissory note of even date 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 permit no waste thereon, to complete any building, structure or improvement being built or about to be built thereon, to remove 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 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 loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amounts 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 of _____ per annum, shall be added to and become a part of the debt secured in this Deed of Trust.

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 agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event as: (1) 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 high 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 (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

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 encumbrancers 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, 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 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.

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.

Terry Heindl

Mary K. Heindl

STATE OF WASHINGTON
COUNTY OF Klickitat

On this day personally appeared before me

TERRY & MARY K. HEINDL
to me known to be the individual described in and
who executed the within and foregoing instrument,
and acknowledged that they executed the
same as their free and voluntary act
and deed for the uses and purposes therein men-
tioned.

STATE OF WASHINGTON
COUNTY OF Klickitat

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 here to affixed the day and year first
above written.

GIVEN under my hand and official seal this
4th day of August, 1978

Notary Public in and for the State of Washington
residing at Underwood

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 _____, 19____

Mail Reconveyance to _____

ENC. 120 PAGE 139

DEED OF TRUST

BOOK 55 PAGE 2155

SAFECO TITLE INSURANCE COMPANY

Recorded at Request of

KLITATAT VALLEY BANK

P. O. Box 307

White Salmon, WA 98672

City and State

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASH. COUNTY OF KILLICKAT

FILED

Vol 120 of MTGS 138-9

Recorded KCTC

On August 7, 2:11 p.m. 78

SEE RETURN

THIS DEED OF TRUST made this 4 August 1978

TERRY and MARY K. HEINDL

whose address is Star Route, Cook, Washington 98605

SAFECO Title Insurance Company, a California Corporation, is the Beneficiary of this Deed of Trust, made this 4th August, 1978, between Grantor, and KLITATAT VALLEY BANK

whose address is P. O. Box 307, White Salmon, WA 98672

WITNESS: H. Grantor hereby covenants, sells and conveys to Trustee, with power of sale, the following described real property in Skamania County, Washington

The West half of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 10, Township 3 North, Range 9 E.W.M.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profit thereof

This deed is for the purpose of securing performance of each agreement of grant herein contained, and payment of the sum of SIXTEEN THOUSAND FIVE HUNDRED and no/100----- Dollars (\$ 16,500.00)

with interest, in accordance with the terms of a promissory note of even date 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 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 thereof 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



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 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, 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, (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 (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

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 not in privity with the Trustee.

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, 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 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.

8. This Deed of Trust applies to notes 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.

Terry Heindl

Mary K. Heindl

STATE OF WASHINGTON
COUNTY OF KlickitatOn this day, personally appeared before me
TERRY & MARY K. HEINDL

to me known to be the individual described in said
instrument, and to me known to be the
owner of the property described in said
instrument, and to me known to be the
owner of the property described in said
instrument, and to me known to be the
owner of the property described in said
instrument.

GIVEN under my hand and official seal this
4th day of August, 1978Notary Public in and for the State of Washington
residing at UnderwoodSTATE OF WASHINGTON
COUNTY OFOn this day of
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 evidence 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 Receiptance to

PAGE 120 PAGE 139

For Record at Request of

ELIZABETH VALLEY BANK

P. O. Box 307

City and State, White Salmon, WA 98672

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASH. PUBLIC RECORDS

FILED

Vol 120 of MTGS 138-9

Request of KCIC

On August 7, 2:11 p.m. 78

SEE RETURN

THIS DEED OF TRUST made this 4 August 78

between TEHR and MARY K. HEINDL

whose address is Star Route, Cook, Washington 98605

RAFEKO Title Insurance Company, a California Corporation, Trustee, whose address is 1011 4th Avenue, North, Washington 98123

and KLICKITAT VALLEY BANK

whose address is P. O. Box 307, White Salmon, WA 98672

WITNESSETH that the above named parties, with and without coercion, have made this deed of trust in and to the following described real property in Skamania

The West half of the Southwest quarter of the Southeast quarter of the Southeast quarter of Section 10, Township 3 North, Range 2 E.W.M.

which said property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereon belonging to the said parties, 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 SIXTEEN THOUSAND FIVE HUNDRED and no/100----- Dollars (\$ 16,500.00)

with interest, in accordance with the terms of a promissory note of this date 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 permit no waste thereon; 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 local 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, or, 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.

Trust: (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which said taxes plus.

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 encumbrancers 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, 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 periling 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.

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.

Terry Heindl

Mary K. Heindl

STATE OF WASHINGTON
COUNTY OF Klickitat

On this 4th day of August, 1978, personally appeared before me

TERRY & MARY K. HEINDL
to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

STATE OF WASHINGTON
COUNTY OF

Notary Public in and for the State of Washington, personally commissioned and sworn

per my commission.

I, the undersigned, a

Notary Public in and for the State of Washington, personally commissioned and sworn

per my commission.

I, the undersigned, a

Notary Public in and for the State of Washington, personally commissioned and sworn

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per my commission.

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Notary Public in and for the State of Washington, personally commissioned and sworn

per my commission.

REQUEST FOR FULL RECONVEYANCE

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

TO: TRUSTEE

The undersigned is the legal owner, 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 sum 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 _____, 19____

Mail Reconveyance to _____

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