SAFECO TITLE INSURANCE COMPANY

Record at Request of

TTAT VALLEY BANK

P. O. Pox 307

White Salmon, WA 98672 City and State\_\_

11096

THIS SPACE RESERVED FOR RECORDIR'S USE STATE OF WATER TO THE MER ICKITAT FREEDOM MIGS KOTO o August 7, 2:11 p.m

August TERRY and MARY K. HEINDL Star Route, Cook, Washington 98605 whose address is SAFECO Title Insurance Company a California Corporation MLICKITAT VALLEY BANK

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to come of a pitud real property

whose addres a P. O. Box 207, White Sainon, WA

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The West half of the Jouthnest guarter of the Southeast quarter of the Southeast guarter of Section 10, Township 3 North, Range B E.W. M.



which real property is not used strong distort actually an extraction to the entropy of the center of the tensor o

SIXTEEN THOUSAND FIVE HUNDRED and no/100---- 100lars is 16,500.00 with interest in accordance with the term, of a premisory note of even date here with particle to lieuticiary or order and made by Granfor, and all remonds, modifications and extensions thereof, and also one further sum as it as or advanced or loaned by Bencheury to Granfor, or any of their accessors of assigns, together with interest thereon at such rate as shall be agreed upon.

To prote t the security of the Deed of Trust Granter casemants and agrees

- I To keep the property in good condition and reput to permit no waste there of to complete any building structure or improvement being boilt or about to be built thereon, to restore promptly any building, structure or improvement thereon which may be damaged or astroyed, and to comply with all laws, ordinance, regulate expressions, conditions and restriction, effecting 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, hencore an ambrances impairing the occurrity 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 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 forcelose this Deed of Trust. In the event of forcelosure, all right of the Grantor in insurance policies then in force shall hass to the purchaser at the forcelosure sale.
- 4. To defend any action or proceeding purporting to affect the security hereof a: the rights or powers of heneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reason, ble 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 accured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
- 6. Should Grantor fall to pay when due any tax is, assessments, insurance promiums, liens, encumbrancer their charges against the property her mabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rather threeby, shell to add become a part of the debi secured in this Deed of Trust.

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SAFECO TITLE INSURANCE COMPANY

VALLEY BANK

98672 Salmon, WA

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASH COMMON ACKLICKINAS FILLY GALL

or\_MTGS

KCTC

SEE RETURN

THIS OLD OLD IN MARY K. HEINDL

August

Star Route, Cook, Washington 98605 whose address is

SAFECO Title Insurance Company, a California Corporation.

Assume Scattle, Washington 98125

whose address). P. O. Box 307, White Salmon, WA

WiTNESSE, H. Grantor hereby harransy sells and colores to be select. For hydric powered sale, the following described real property 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 no cor hereafter thereunts belonging or in any wise appertaining, and the rents, issues and prof is thereof.

This deed is for the purpose of securing performance of each agreement of grants, herein contained, and payment of the sum of

SIXTEEN THOUSAND FIVE HUNDRED and no/100---- Bollars (\$ 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 sams as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereor at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

- To keep the property in good condition and repair, to permit no waste thereof; to complete any building, structure or improvement.
   Sering 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, cof ditions 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, lions or encumbrances impairing the security of this Deed of Trust.
- 3. To keep all buildings now or hereafter erected an the property described herein continuously insteed against lost 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 liverest 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 directinuance of any proceedings to foreclose this Deed of Trust, in the event of foreclosure, all rights of the Grantor in insurance policies than in force shall pass to the purchaser at the foreclosure sale.
- 4 To defend any action or provereding purp, sting to affect the society bereaf or the rights of powers of Beneficiary of Trustee, and to pay all costs and expenses, including cost of title search and afformer's feet in a reasonable amount, in any such action or proceeding, and in any such brought by BeteColary 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 incursed in obforcing the obligation secured hereby and Trustee's and attorney's fees neturally incursed, as provided by statute.
- 6. Should Granter fall to pay when due any taxes, assertments, insurance premiums, liens, encountrances or other charges against the monerty hereinshove described Bonoficlary may pay the same, and the amount so gaid, with interest at the rate set forth in the note accured

## IT IS MUTUALLY AGREED THAT:

- I. 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 position 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 plyment 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, or whitten request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance mails 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 (ontained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In atth 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, 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. ar. I encumbran us for value.
- 6. The power of sale conferred by this Deed of Trust ar.1 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 testee is not ellipated to metify 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 Trast applies to marres to the benefit of and is hinding not only on the parties hereto, but on their heirs, deristes, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured harmby, whether or not named as Beneficiary herein.

	Terry Heindl	,
	Mary K. Heindl	•
SIATEOUNASHINGTON	STAIL OF WASHINGTON	
countrol Klickitat }"	COUNTROL SAME ALLOW	
TERRY & MARY K. HEINDL	ting to he had a state of the s	
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testind	respectively of	
	the corporation that executed the laregoing instrument, and acknowledged the	
	the uses and purposes therein mentioned, and on oath stated the	
	authorized to execute the said instrumen	nt
and the second state of the second state of	and that the seal affixed is the corporate seal of said corporation.	
4th dayof August 1978	Witness my hand and official seal hereto affixed the day and year fir	st
No. on Patric mand for the State of Washington	Notary Public in and for the State of Washington,	
Nous Patin mond to the State of Washington residing at	residing at	
prou	ror ron chii i negolikevallor	

## 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 indebteders 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 herely requested and directed, on payment to you of any sams owing to you under the terms of said Deed of Trust, to cancel said note some mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the sair. Beed 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 yet thereigher.

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Wr. Was Salmon, WA 98699

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Assesses WEND AND MARY R. HEINDL

Star Route, Cook, Washington 98605 whose address is

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whomaddress P. G. Box 307, White Salmon, WA 98672

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## SIXTEEN THOUSAND FIVE HUNDRED and no /100---- / Colors to 16,500.00

with inferest, in acceptance with the terms of a process. And the herewith payable to Brinefic my or order and made by Grantor and all represents months along and expression thereory in the further some as may be at acceptant model a Beneficiary to Grantor, or any of their sections of acceptant and proceedings to accept the procedure of the pro

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 To keep the property in good condition and report to perfort no wrote theoret, to complete my building, structure or improve being healt 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, ordinators, regulations, covernants, conditions and testricitions affecting the property

2. For pay before definenced all leaded taxes and assessments upon the property, to keep the property free and clear of all other charges, sens or encyclopaness organizer the security of the Deed of Frest.

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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 Frastee's and attorney's fees actually incurred, as provided by statute

6. Should Grantor fail to pay when due any taxes, assessments, insurance promiums, fiens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the some, and the amount so paid, with inserest as the rate set forth in the note secured hereby, shall be added to and become a part of the debt encured in this Dead on Trust.

LVO. 120 PAGE 138 (CONTENSA) ON SIL MIN HAR!

Trust (3) the surplus, if any, shall be distributed to the massons entitled thereto a man be deposited (less clerk's filing feet with the clerk of the superior court of the county in which sale taken place. 5 Tructor shall deliver to the purchaser at the sale is, deed, without warranty, which shall convey to the purchaser the interest in the property which Grantier had or had the power to comey at the time of his execution of this Deed of Triest, and such as he may have acquired formatter. Triestine's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of alies Deed of Trust, which receist shall be prime facin evidence of such compliance and conclusive evidence thereof in facor of bong fide purchasers and microsoftean in the value to The propert of sale conferred by this Deed of Frant and by the Deed of Train Act of the State of Washington is not as exclusive remedy; Beneficiary may came this fleed of Trave to be corectored as a mortgage 7.5 the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and appoint ment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee of all be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of per ling sale under any other Deed of Trust or of any action or proceeding in which Grantier, Trustee or Reneficiary shall be a party unless us a action or proceeding in brought by the Leaster. 8 This Direct of True, applies to makes to the hericin of and is binding not only on the parties hericin, <sup>1</sup> at on their heirs, devises, legaters, administrators, executing, successors and assigns. The term Beneficiary shall mean the holder and owner, <sup>2</sup> the note secured hereby, whether or not named as Beneficiary herein Terry Heindl Mary K. Heindl STATE OF WASSINGSTON. STATE OF WASHINGTON construct Klickstat 134 N.T.V. (44 day of "a" Nath / "K" The finds his the undersigned a to the known in the the endontrial described in the puls commissioned and exore Continue transport and a knowledged that they were the and should be the more and proposes there is no soft for apart Secretars who are heapting magaziness and a kin windows the The transport of conservation and produced and all conservations, for en denter continued parts on a stated that potential and only the old sourcement our lighted attends in the composite and except and con-biness and conditional with a through the constant of the GIVEN and a record one official areas of the the first of your fine 4th again Αμφίως ζ special beauty South Paper of and he had some of Workington Kasa Pita Kana Wood and the second REQUEST FOR FULL RECONVEYANCE Do not record. To be used only when note has been paid to trustic The undersogned is the legal owns holder of the fire and all other indebter was secured by the within Deed of Treat Said note. or the widering and a construction of the second of the se Direct iva 120 mm 139