

2-7-29-BB-1700

THIS DEED OF TRUST is made this Fourth day of October 19 78 among the Grantor ROBERT GIFFORD and GAIL GIFFORD, husband and wife

TransAmerica Title Company therein, "Trantor," and the Beneficiary, Riverbend Savings Association, a corporation organized and existing under the laws of Washington, whose address is 300 N. F. Fourth Avenue, Camas, Washington 98607 (herein "Lender").

BORROWER, 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 _____, State of Washington.

of 12, Block 12, and another in the town of Palestine, Tex., previously filed
received in case #12 of State paper in the court house, county of ...
record of ... Court, ...

Name _____
 Address _____
 City _____ State _____ Zip _____
 Telephone _____

FOURTH with all the improvements now or hereafter made on the property, and all easements, rights, appurtenances, rents subject hereto to the rights and authorities herein granted to Lender to collect and apply such rents, royalties, mineral oil and gas rights and profits, 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 the Deed of Trust and all of the foregoing, together with said property and the benefit thereof, shall be held of Trust from a loan holder as hereinafter referred to as the "Property".

To further extend the repayment of the indebtedness evidenced by Borrower's note dated October 4, 1978 herein, Note 1, in the principal sum of THIRTY THOUSAND AND NO CENTS (\$30,000.00) 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 October 29, 1980, 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 warrants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property; that the Property is un-encumbered; 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.

SK11203

2-7-29-BB-1700

DEED OF TRUST

THIS DEED OF TRUST is made, this Fourth day of October 1978, among the Grantor, ROBERT GIFFORD and STAI GIFFORD, husband and wife

herein "Borrower"), TransAmerica Title Company then in "Trustee's" 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, in consideration of the indebtedness as 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:

Lot 17, Block 10, third addition to the plat of subdivided North Bonneville block 10, recorded in book "B" of plats, pages 26 & 27, under Skamania County Title Co., 43127, records of Skamania County, Washington.

SUBJECT TO easements and restrictions of record.

which has the address of 1217 Commercial, North Bonneville, (City)
(State and Zip Code) (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 leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property".

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated October 4, 1978 (herein "Note"), in the principal sum of THIRTY THOUSAND AND NO/100 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 October 10, 2006; 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 seised 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on the

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full. Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency including Lender if Lender is such an institution. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing and accounting or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is in writing or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, Lender may, at its option, either pay such excess back to Borrower or promptly repay to Borrower or credit to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 10 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall, apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender, first in payment of amounts payable by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and the balance thereof to principal on any Future Advances.

4. Charges, Liens. Borrower shall pay all taxes, assessments and other charges, taxes and assessments payable to the Property which may attach a priority over this Deed of Trust, and household payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this Deed of Trust, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender a receipt for such payment. Borrower shall promptly discharge any lien which has priority over this Deed of Trust, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall, in writing, require the payment of such lien in such lien in a manner acceptable to Lender, or shall in good faith attempt to do so, and shall not be subject to such lien in legal proceedings which operate to prevent the enforcement of the lien or priority of the Property, or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements on the Property insured by a policy of insurance against loss by fire, hazards included within the terms of the policy, and the policy shall be issued by a company insured and in such amounts and for such periods as Lender may require, and the policy shall be assigned to Lender, in care of the insurance carrier, for amount of coverage not less than the amount of the sums secured by this Deed of Trust. The insurance proceeds shall be applied to the payment of the sums secured by this Deed of Trust.

The insurance policy shall not be unreasonably withheld. All premiums on insurance policies shall be paid, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and all renewals thereof shall be in favor of Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all notices of amounts due under the policies and renewals thereof. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is acquired by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust, immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominium or Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if the Property is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, execution, enforcement, or arrangements or proceedings involving a sum and take such action as is necessary to protect Lender's interest, including, but not limited to, disturbance or condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection, specifying reasonable cause therefor related to Lender's interest in the Property.

including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien 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 when 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 reconveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred on the Trustee herein, and by application to law.

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

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

STATE OF WASHINGTON,

On this 14th day of October, 1988, I, James M. Lufford, a Notary Public in and for the State of Washington, duly sworn, do hereby certify that James M. Lufford, Notary Public, is the individual described in and who executed the foregoing instrument, and that he is duly qualified to execute said instrument as Notary Public and is duly sworn to do so for the uses and purposes therein mentioned.

Witness my hand and official seal affixed to this day of year in the certificate above written.

My Commission expires:

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 and are hereby directed to cancel said note or notes and this Deed of Trust, which are referred to herein, 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:

(Space Below This Line Reserved For Lender and Records.)

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

I HEREBY CERTIFY THAT THE WITNESS

DISTRIBUTION OF WITHDRAWALS BY

Shirley Ann Little

OF Stevenson, WA

AT Neenah, Oct 5, 1988

BASE RATE NO IN BOOK 55

OF 1114 11/1/88

BOOK OF RECORDS 55 PAGE 166

J. L. Lufford

B. Salbeck

REGISTERED	☒
INDEXED	☒
RECORDED	☒
CLEARER	☒