DEED OF TRUST

LN # 702-7-0036-8H TITLE# SK-11200

SK11200 2-5-28-A-100

THIS DEED OF TRUST is made this.

19. 78 among the Grantor, LER DY. W. TYE AND QLARA BELLE TYE, HIS WIFE.

SAFECO.TITLE.INS. (herein "Borrower"), and the Benediciary, RAIN IER. NATIONAL BANK (herein "Trustee"), and the Benediciary, a corporation organized and existing under the laws of MACHINER WASHINGTON. 98124 (herein "Lender").

. Fact of land located in the North half of Section 28, Township 2 Forth, Range 5 E.W.M., described as follows:

Beginning at the North quarter of Section 28, Township 2 North, Range 5 E.W.M., run along the North-South centerline of Section South 00°26'45" East 308.59 feet to a point on South boundary of Bonneville power line right of way, run along right of way boundary North 89°34'50" East 677.00 feet to point of beginning; continue on boundary North 89°34'50" East 229.97 feet to a pipe, leave boundary run South 12"03'43" East 645.98 feet to westerly boundary of Labarre County Road; run through cu ve to left with radius of 401.97 feet through a central angle of 11"35' a distance of 81.27' leave road boundary run South 88°52'49" West 333.11 feet, run North 00°00'00" East 713.30 feet to point of beginning; also to be known as Tract "B."

It is covenanted and agreed that said Real Property includes as an improvement thereto and thereon that certain 1978 Guerdon 48 x 23' 8 Serial #3878-04-46 as a part thereof; it shall not be severed nor removed therefrom.



which has the address of SEIVER'S ROAD WASHOUGA).

WASHINGT 01 98 67 1 (Street) (City)

(Cate and Ap Gode) (City)

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 therete, 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 cover the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

FIVE HUNDRED AND NO \\ \text{NOISMD} \\ \text{Noismail not the principal sum of \text{. WENNY-SIX THOUSMD} \\
\text{Interest thereon, prevides no monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, \text{...} and payable on \\
\text{NOVEMBER 1, 2003} \\
\text{2003} \text{...} \\
\text{and payable on the principal and interest, with the balance of the indebtedness, if not sooner paid, \text{...} and payable on \\
\text{NOVEMBER 1, 2003} \\
\text{2003} \text{...} \\
\text{2003} \\
\text{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 Porrower 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, assements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Boriower and Lender covenant and agree as follows:

1. Payment of Peincipal and Interest. Dorrower shall promptly pay when due the principal of and interest on the indebtedness evidanced by the Note, prosponent and late charges as provided in the Note, and the principal of and interest on any Putture Advances secured by this Deed of Trust.

1. Late and the principal of and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") epith in stallments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") epith stallments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") epith stallments for horary and prompt of the payable under the Note, until the Note is paid in full, a sum (herein "Funds") epith on the payable under the Note, until the Note is paid in full, a sum (herein "Funds") epith on the principal of the Punds is payable principal or the payable under the Note, until the Note is paid in full, a sum (herein "Funds") epith of the Punds is payable principal or the payable under the Note, until the Note is paid in full, a sum (herein "Funds") epith of the Punds to pay and the Punds in the Punds in payable principal or the Punds is payable principal or grantened by a Punds and prompt of the Punds in payable payable principal or payable principal or grantened by a Punds, analyzing and from the payable principal or payable principal and payable principal or payable principal or payable principal and payable principal or payable principal payable principal payable principal payable principal payable principal payable pr

insurance carrier.

All insurance policies and renewals thereof shall be in term acceptable to Lender and shall include a standard in Hagge clause in favor of and in form acceptable to Lender I ender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts if pead premiums. In the event it loss Borrower shall give prempt notice to the insurance carrier and Lender. Lender may make proof of loss if not made premptly by Borrower.

Borrower shall give prempt notice to the insurance carrier and Lender. Lender may make proof of 1088 I per made insurance by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restaration or repair of the Property damaged, provided such restoration or repair is econ mically teasible on if the security of this Deed of Trust would be imparted, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess of any paid to Borrower. If the Property is abandoned by Borrower, or if Borrower talk to restored to Lender within 30 days from the is authorized to collect and apply the insurance proceeds at Lender's of some of the trust insurance benefits. Lender, 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 acquired by Lender, all right, title and interest of Borrower 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, and Maintenance of Property: Leaseholds; Condominiums; Planned Unit Developments, Borrower

acquisition.

6. Preservation and Maintenance of Property; Leaseholds: Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair to shall not coronit waste or permit impairment or deterioration of the Property and shall comply with the provisions to the Case if this Deed of Trust is on a least bold. If this Deed of Trust is on a unit in a condominium or a planned unit development, the Borrower shall perform all of Berrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development, and constituent documents. If a condominium or planned unit development their is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider were a part hereof. were a part hereof.

shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust is if the rider were 2 part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such activan as is necessary to protect Lender's interest, including, but not limited to, disbursement of 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 manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional antolinds shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the state payable from time to time on outstanding principal under the Note unless payment of interest parmissible under applicable law. Nothing contained in this paragraph 7 shall be payable upon for interest from the state of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest parmissible under applicable law. Nothing contained in this paragraph 7 shall be payable under the highest rate pay section hereunder.

3. Issuection. 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 this Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned

and stait be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by 's Deed of Trust such proportion of the proceeds taking bears to the fair market value of the Property immediately prior to the date of add to Borrower.

paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the 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 Berrower 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.

such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or there is afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust of the independently or successively.

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

or remedy under this Deed of Trust o, storded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability: Captions. The covenants and agreements herein contained shall bend, and the rights hereinder shall mure to the respective successors and assigns of Lender and Borrower, subject to the provision for prograph of our Deed of Trust are for convenience only and or not to be used to the captions and headings of the paragraphs of our Deed of Trust are for convenience only and or not to be used to the provision hereof.

14. Notice, Except for any notice required under applicable law to be given in another manner, to the used to Borrower provided for any house provided her and the Borrower provided for any house provided herein and the armotice of Lender shall be given by certified mail, return receipt required, to Lender's address stated herein and the amy notice of Lender shall be given by notice to Borrower as provided herein and such other address as Borrower are the provided for the shall be deemed to thate been given in Borrower as provided herein and such other address as Lender may decorate by notice to Borrower as provided herein and the amy notice provided for in the Deed of Trust shall be deemed to thate been given in Borrower as provided herein and to be address shall be deemed to thate been given in Borrower as provided for in the Deed of Trust shall be deemed to thate been given in the number of the provided for in the Deed of Trust shall be deemed to thate been given in the number of the provided for in the Deed of Trust shall be deemed to the continuous manner designated herein and to the event that any provision of cause of the Deed of Trust shall be law of the arrobation in which the Property is located in the event that any provision of cause of the Deed of Trust shall be a which continue and to the event that any provision of the Deed of Trust shall be address the provision of the Deed of Trust and the work ar

Nos-Considers our severs. Borrower and Lender further covenant and agree as follows:

No. 1 person of exert. Borrower and Lender further covenant and agree as follows:

18. Acceleration: tenedles. Except as provided in paragraph 17 hereof, upon Sorrower's breach of any covenant or agreement of florrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Irust, itself to acceleration shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law to Borrower and to the other persons prescribed by applicable law to Borrower and to the other persons prescribed by applicable law to Borrower and to the other persons prescribed by applicable law to Borrower and to the other level of trust and sale of the property at public attended in the notice range result in acceleration of the sums secured by this Deed of Trust and sale of the property at public attended in the acceleration of the sums secured by this Deed of trust and sale of the property at public attended in a trust notice shall fair their inform Borrower of it) the right to related a feet acceleration, (ii) the right to being a court action to assert the required to be included in such notice by applicable law. In the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be inneaded in vach notice by applicable law. In the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be inneaded in vach notice by applicable law. In the breach is not cured on or before the date specified in the notice, Lender at Lender's option and may invoke the power of sale and any other remedies provided in this payable without further declared by applicable law. In the sale and the provided in this payable without the provided of the provided in this payable without the provided of t

including, but not lie need to, reasonable attorney's fees, and till Borrower takes such action as Londer may reasonable require to secure that the lapt of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this I sed of Trust shall continue immerpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby, shall remain in full force and effect as "no acceleration had occurred.

26. Assignment of Rents: Appointment of Receiver, Lender in "ossession. As additional security hereunder, Borrower hereby swages 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 section, but do not not acceleration under paragraph 18 hereof or abandonment of the Property, and the entitled to enter upon take possession of and manage the Property and to collect the of the costs of management of the Property and collection of rents, including but not limited to receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to account only for those rents actually received.

21. Furture Advances. Upon required of Borrower, Lender, at Lender's in the force to receiver shall be applied first to payment by Trustee to Borrower, may make Future Advances. When the total and the secured by this Dood of Trust. Lender and the receiver by Trustee to Borrower, may make Future Advances. When the total and the secured by this Dood of Trust bender the property and shall surfected the Deed of Trust and all some secured by this Dood of Trust bender the property of the Property and shall surfected the Deed of Trust and all some secured by this Dood of Trust bender that it speed Trustee to reconvey the Property without water and

IN WITNESS WHEREOF, Borrower has executed this Deed of Trans

LERGY W. TYT

CLARA BELLE

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Rainier National Bank MOBILE HOME LENDING DEPARTMENT 1100 Second Ave. P. O. Box 3966 Seattle, WA 98124

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Rainier National Elank

1100 Second Avenue, P.O. Box 3968, Seattle. Washington 98124

Date October 6, 1978

WAIVER

Rainier Bank hereby waives the requirement of Uniform Covenant, number two (2) in the attached Deed of Trust, concerning monthly payments by Borrower for taxes, assessments and insurance premiums.

Rainier Bank may rescind this Waiver at its discretion, provided that written notice of such intent is given to Borrower thirty (30) days prior to effective date of such action.

RAINTER NATIONAL BAUR

Borrower:

RAINIERBANK