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DEED OF TRUST

Home Improvement Dealer Origination
(Washington)Loan No. 30-9557

This Deed of Trust, made this 24th day of May, 1978, between the Buyer(s) John R. and Leona M. Tate, whose address is H.P. 0.26 Maple Bay Stevenson, WA 98648 and Irwin C. Landerholm, whose address is 915 Broadway, Vancouver, Washington 98660, as Trustee, and the Dealer J and A Construction, whose address is 7317 S.E. Stark Street Portland, Oregon 97215, as Beneficiary,

WITNESSETH

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Skamania County, Washington, described as:

East 800' of North 546' of NE quarter of section 35, Township 3 North

Range 7. E.W.M. Except the East 400' thereof. Said tract containing

5.01 acres more or less

which real property is not used principally for agricultural or farming purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of that certain Home Improvement Retail Installment Contract dated August 1, 1977, with a total Deferred Payment Price of \$4,555.20, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable September 1, 1987.

To protect the security of this Deed of Trust, grantor agrees:

To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred. Grantor further agrees to pay all costs, and fees, including reasonable attorney's fees to be fixed by the court in the event this Deed of Trust is foreclosed as a mortgage.

It is mutually agreed that:

- 1) Trustee may reconvey, with warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$10.00.
- 2) Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the trustee may either foreclose this Deed of Trust by advertisement and sale in the manner provided for by Washington law or as a mortgage in a court of equity.
- 3) Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. 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, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.
- 4) This Deed of Trust may be assigned by beneficiary without the consent of or notice to grantor.

IN WITNESS WHEREOF, said grantor has hereunto set his hand on the day and year first above written.

Attesting Witness

State of Washington
County of Skamania



Buyers

John R. and Leona M. Tate
Irwin C. Landerholm