

STATE OF WASHINGTON
FSA FORM NO. 2189-1
Rev. April 1973

DEED OF TRUST

This form is used in connection with
deeds of trust issued under the one to
four family provisions of the National
Housing Act.

SAK-107441
5-10-70 DA 261

THIS DEED OF TRUST, is made this _____

2nd

day of _____

December

1977

ENTRENN THOMAS E. GROSS and JANET S. GROSS, husband and wife, as Grantor.

whose address is P.O. Box 996, White Salmon, Washington 98672

and SAFECO TITLE INSURANCE COMPANY as Trustee.

whose address is 100, Box 277, Stevenson, Washington 98648

and COMMERCE MORTGAGE COMPANY, an Oregon Corporation as Beneficiary.

whose address is P.O. Box 4113, Portland, Oregon 97208

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

A tract of land in the Southeast quarter of section 10, Township 3 North, Range 10 E.W.M., being described as follows:

Beginning at the Southwest corner of Underwood Crest Addition in Skamania County, Washington said point being on the Northerly right of way line of County Road No. 3041; thence along said right of way line South 32°43'12" West 50' to the true point of beginning of this description; thence continuing along said right of way line South 11°43'12" West 10.97 feet; thence on a 1030 foot radius curve left 166.40 feet (the chord of which bears South 77°00'00" East 16.40 feet); thence leaving said right of way line North 0°00'10" east 11.70 feet to the proposed Southerly right of way line of Hill Drive (said right of way line being 10' feet from the centerline of the proposed street, an extension of right angle); thence along said proposed right of way line, a 10' foot radius curve left 111.10 feet (the chord of which bears North 77°00'00" East 10.70 feet); thence North 0°43'00" East 100.00 feet; thence on a 201 foot radius curve right 10' feet (the chord of which bears North 77°00'00" East 10.70 feet); thence leaving said proposed right of way line, North 0°00'10" East 10.70 feet to the true point of beginning of this description.

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

IN WITNESS WHEREOF, the undersigned Trustee has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

IN WITNESS WHEREOF, the undersigned Beneficiary has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

IN WITNESS WHEREOF, the undersigned Trustee has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

IN WITNESS WHEREOF, the undersigned Beneficiary has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

IN WITNESS WHEREOF, the undersigned Trustee has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

IN WITNESS WHEREOF, the undersigned Beneficiary has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

IN WITNESS WHEREOF, the undersigned Trustee has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

IN WITNESS WHEREOF, the undersigned Beneficiary has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

IN WITNESS WHEREOF, the undersigned Trustee has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

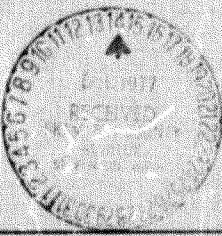
IN WITNESS WHEREOF, the undersigned Beneficiary has hereunto set his hand and seal this day of December, in the year of our Lord One thousand nine hundred and seventy seven, and in the year of the independence of the United States of America, one hundred and twenty two.

such appointment in the mortgage records in 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 the Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgee, of the note secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to be invalid or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if it containing the particular provision or provisions held to be invalid, i.e., all rights and obligations of the parties shall be construed and enforced accordingly.

22. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the property above described, or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

Witness the hand(s) and seal(s) of the Grantors on the day and year first above written.



James E. Gross

James E. Gross

RECEIVED

RECEIVED

RECEIVED

RECEIVED

STATE OF WASHINGTON,

COUNTY OF ██████████,

I, the undersigned, on the _____ day of December, 19_____, personally appeared before me, James E. Gross and Joseph L. Gross, who I do declare to be the individuals whose names are written below, and who I do declare to be the true and voluntary grantors of the land and corporeal estate herein described, and who I do declare that the above instrument, and all documents annexed thereto, are executed by them, and that they have been delivered to me, the undersigned, this _____ day of December, 19_____.
Given under my hand and the seal of the Notary Public in the County of ██████████, State of Washington.

James E. Gross

Joseph L. Gross

James E. Gross

James E. Gross

James E. Gross

TO TRUSTEE:

The undersigned, the legal trustee, in due form, does and agrees to accept the above Deed of Trust, hereinafter referred to as "Deed of Trust", and to accept the above instrument, and to accept and receive the same as a valid and lawful Deed of Trust, to cancel and discharge the indebtedness evidenced by the above instrument, and to record the same in the office of the County Clerk of the County of ██████████, State of Washington, and to warrant the title to the above Deed of Trust, all in accordance with the requirements of the law.

Dated _____

Mail rec'd/acknowledged by _____

STATE OF WASHINGTON

ss.

COUNTY OF ██████████

I hereby certify that this within Deed of Trust was filed in this office for Record on the _____ day of A.D. 19_____, at _____ o'clock m., and was duly recorded in Book _____ of Records of Mortgages of _____ County, State of Washington, on page _____.

County Auditor

By _____ D-puty

STATE OF WASHINGTON
FORM NO. 2189-1
Rev. April 1973

DEED OF TRUST

This form is used in connection with
deeds of trust insured under the one to
four-family provisions of the National
Housing Act.

54-10441
S-10-20-DA-2cl

THIS DEED OF TRUST, is made this 2nd day of December, 1977.

BETWEEN THOMAS E. GROSS and JANET S. GROSS, husband and wife, as Grantor,

whose address is P.O. Box 996, White Salmon, Washington 98672

and SAFECO TITLE INSURANCE COMPANY as Trustee

whose address is P.O. Box 277, Stevenson, Washington 98648

and COMMERCE MORTGAGE COMPANY, an Oregon Corp. Lender

whose address is P.O. Box 4113, Portland, Oregon 97208 as Beneficiary

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

A tract of land in the Southeast Quarter of Section 20, Township 3 North, Range 10 E.W.M., being described as follows:

Commencing at the Southwest corner of Underwood Crest Addition in Skamania County, Washington; said point being on the Northerly right of way line of County Road No. 304; thence along said right of way line South 82°42'12" West 30 feet to the true point of beginning of this description; thence continuing along said right of way line South 82°42'12" West 23.92 feet; thence on a 1230 foot radius curve left 186.30 feet (the chord of which bears South 79°06'03" East 16.90 feet); thence leaving said right of way line North 03°08'10" east 212.30 feet to the proposed Southerly right of way line of Park Drive (said right of way line being 30 feet from the centerline of the proposed street when curved at right angles); thence along said proposed right of way line on a 401 foot radius curve left 50.71 feet (the chord of which bears North 43°10'47" East 56.30 feet); thence North 43°28'43" East 31.63 feet; thence on a 201 foot radius curve right 36 feet (the chord of which bears North 35°35'36" East 41.37 feet); thence leaving said proposed right of way line, South 02°17'48" East 30 feet to the true point of beginning of this description.

Grantor agrees to pay all the taxes, assessments, and expenses, and to indemnify the Beneficiary against all claims or expenses appearing in the title of the property, and to defend the title of the property against all persons.

THE PURPOSE OF THIS DEED OF TRUST IS TO SECURE THE PAYMENT OF THE PRINCIPAL AND PREMIUMS ON THE NOTE FOR THE AMOUNT OF FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) DUE AND PAYABLE IN ACCORDANCE WITH THE TERMS OF THE NOTE, AS PROVIDED THEREIN, OR AS MAY BE AGREED BY THE PARTIES, OR AS MAY BE REQUIRED BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT OR THE INSURER OF THE INSURANCE POLICY, OR AS MAY BE REQUIRED BY LAW.

Grantor covenants and agrees as follows:

(i) To pay the principal and interest on the note on or before the date in which it is due, plus any amount equal to one or more months' premium, if any, on the principal, plus interest on the note, at the rate of one month prior to maturity, 1% per month. That written notice of intent to exercise such privilege, as given in law therefor, may precede payment.

(ii) To agree to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note, ground rents, on the first day of each month after the date of this Deed of Trust, the following sums:

(a) An amount sufficient to provide the Beneficiary with funds for the next premium, plus the premium of the contract and the amount of interest accrued on the previous month's charge, or for any mortgage insurance premium if they are held by the Secretary of Housing and Urban Development as follows:

(b) One and one-half percent of the principal amount outstanding under the provisions of the National Housing Act, as of the date of this Deed of Trust.

(c) One-half percent of the principal amount outstanding under the provisions of the National Housing Act, as of the date of this Deed of Trust, plus funds for the Secretary of Housing and Urban Development to pay to the National Housing Act account holder and applicable state and local government agencies.

(d) If and as long as said note and its instruments are held by the Secretary of Housing and Urban Development, a monthly charge on behalf of a mortgage insurance premium, which shall be an amount equal to one-twelfth (1/12) of one-half (1/2) percent of the average outstanding balance due on said note computed without taking into account deferrals or prepayments.

(e) As determined by the Beneficiary, equal to the present value, if any, and the taxes and special assessments due on the property covered by this Deed of Trust, plus the premiums that will now become due and payable on such insurance policies as may be required under paragraph 9 hereof, notwithstanding the Beneficiary's agreement to deliver premiums to Beneficiary at once and notices therefore less all sums already paid the creditor by the number of months to lapse before the 1st month prior to the date when such gross rents, premiums, taxes and assessments will become due, provided such amounts to be held by the Beneficiary in trust to pay and ground rents, premiums, taxes and special assessments and

(f) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note or note of record shall be added together and an aggregate amount thereof shall be paid by the Creditor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

(i) Premium charges, under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge

(ii) Taxes, if any, (including insurance premium), as the case may be;

(iii) Ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(iv) Interest on the note secured hereby, and;

(v) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The arrangement provided for in paragraph 2 is solely for the added protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the giving of this credit, without interest, for the sum actually received by it upon assignment of this Deed of Trust by the Creditor; any funds on hand shall be turned over to the assignee and any responsibility of the assignee with respect thereto shall commence. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantee all rights of the Creditor with respect to any funds accumulated hereunder.

3. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, the Beneficiary may collect, and the Grantor agrees to pay with such payment, a "late charge" of two cents (2¢) for each dollar (\$1) so overdue as liquidated damages for the additional expense of handling such delinquent payments.

4. If the total of the payments made by Grantor under (b) of paragraph 2 shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes, assessments and insurance premiums, such excess, at the option of Beneficiary, may be credited by Beneficiary on subsequent payments to be made by Grantor, or refunded to Grantor. If, however, the monthly payments made under (b) of paragraph 2, shall not be sufficient to pay ground rents, taxes, assessments and insurance premiums, when the same shall become due and payable, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when the payment of such ground rent, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance herewith, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor all payments made under the provisions of (b) of paragraph 2, which Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any amount remaining in the funds accumulated pursuant to (b) of paragraph 2, if there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amount of principal then remaining unpaid under said note and properly adjust any payments which shall have been made under (a) of paragraph 2.

5. To keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to inspect the property at any time during reasonable hours.

6. To complete or restore, promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and if the loan secured thereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

- (a) To commence construction promptly and in any event within thirty (30) days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary.
- (b) To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof.
- (c) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after ten notices to Grantor of such fact.
- (d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with said building or improvements.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. The property that is the subject of this Deed of Trust is not fixed principally or primarily for agricultural or farming purposes.

9. To keep the buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Beneficiary, against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, whenever any premiums on such insurance provisions for payment of which has not been made hereinafter, etc. All insurance shall be carried in amounts approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and kept unexpired thereto, less payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss, Grantor will give immediate notice to the Beneficiary, who may make proof of loss not made promptly by Grantor, and such insurance company concerned is hereby directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, but for insurance proceeds, or any part thereof, may be applied by the Beneficiary in its option either to the reduction of the indebtedness secured hereby, or to the restoration in favor of the grantor of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor shall pass to any purchaser then in force shall pass to the Beneficiary.

10. If it shall happen, in and during any suit, action or proceeding that might affect the value of this security, or attachment of the security itself or the rights or power, taken by the Trustee, and should Beneficiary or Trustee elect at any time to sue or defend any such action or proceeding, the Grantor, as an agent, indemnify him and, on demand, reimburse Beneficiary or Trustee for any and all legal, damage, expense or cost, including cost of evidence of title, attorney's fees, arising out of, incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust, interest as provided in the note secured hereby, and shall be due at, payable on demand. To pay all costs of suit, including evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary, to foreclose this Deed of Trust.

11. To pay at least ten (10) days before delivery of all real estate assessments and encumbrances, charges or fees with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be paid or satisfied, for which no bill of lading has been made, or cause, and upon request will exhibit to Beneficiary bill of lading, receipt or bill of exchange, and all other documents and papers relating to this Deed of Trust, and all expenses of this Deed of Trust, default hereinafter. Beneficiary may, at its option, pay or pay out of reserves accumulated under paragraph 12, any interest, without waiving any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a mileage to exercise any such option.

12. To timely (within 20 days) unless notice to do so is given by Beneficiary, execute and deliver to Beneficiary or Trustee, with interest from the date of such advance or expenditure, the rate provided on the principal debt, and the remainder thereof shall be secured hereby, to be liable to Beneficiary for such advances and interest thereon with interest (b) days of the making of such notice will, at Beneficiary's option, constitute an event of default hereunder; to, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance, and, if so held, Grantor agrees to, in addition to the amount of such expenditure or advance, all costs and expenses incurred in connection therewith, together with a reasonable attorney's fee.

13. To do all acts and make all arrangements necessary to, and all regulations promulgated hereunder, within the time and in the manner required by said Act, Housing Act, and any amendments thereto, and to regulate and control all expenses and fees not to add, or cause or suffer to be done, any act which will void such insurance so long as any obligation hereby secured remains unfulfilled.

IT IS MUTUALLY AGREED AS FOLLOWS:

14. Should Grantor fail to make any payment to or to satisfy any debt herein provided when Beneficiary or Trustee, but without obligation so to do, and without notice to or demand upon Grantor, fail without releasing, except to a company doing business hereunder, may make any do the same in such manner and to such extent as it may deem necessary to protect the security hereon. Beneficiary or Trustee being at liberty to act upon the property for such purposes, commence, appear in and defend any action or proceeding purporting to affect the title or interest of the right or powers of Beneficiary or Trustee, pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior to hereon, and in exercising any such powers, shall any liability, except whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel and pay its reasonable fees.

15. Should the property or any part or appurtenance thereto or of right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake, or in any other manner, Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such taking or damage, and obtain all compensation awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting the property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same on any indebtedness secured hereby or apply the same to the restoration of the property, as it may elect. Grantor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds as Beneficiary or Trustee may require.

16. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default if failure so to pay.

17. At any time upon written request of Beneficiary, payment of its fees and premium of this Deed and the note for endorsement in case of full reconveyance, for cancellation and retention, without affecting the liability of any person for the payment of the indebtedness, trustee may consent to the making of any map or plan of said property (b) days in granting any easement or creating any restriction thereon, (c) days in any substitution or other agreement affecting this Deed or the lien of charge thereon; (d) recover, without warranty, all or all, part of the property the Grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the regular course of any matters of fact shall be conclusive proof of the truthfulness thereof.

18. The collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, or should the Deed and said note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof (written day), or of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to eight (8) months time from the date of this Deed, declining to insure said note and this Deed, being due and payable in full of such (ineligibility), or should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force and effect for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable. No waiver by Beneficiary of my default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder.

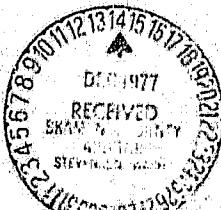
20. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, 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 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. Trustee shall deliver to the purchaser at the sale his 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 hereafter. 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. 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 and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of

such appointment in the mortgage records. In 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 hereof 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.

21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.

22. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the property above described; or to such other address as Grantor has requested in writing to the Beneficiary, that such notice be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

Witness the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.



Thomas E. Gross
Thomas E. Gross

Janet S. Gross
Janet S. Gross

STATE OF WASHINGTON,

COUNTY OF ~~Skagit~~

I, the undersigned, a Notary Public, dated the 1st day of December, 1977, personally appeared before me, desirous of, and who executed the within instrument, and acknowledged the same to be his voluntary act and deed, for the uses and purposes therein mentioned.

Subsidiarily certify that on this 2nd day of December, 1977, Thomas E. Gross and Janet S. Gross, to me known to be the individuals there named and sealed the same, or their

deeds, signed and sealed the same, or their

deeds, signed and sealed the day and year first above written.

James P. Moore
James P. Moore

REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE

The undersigned, 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 sum owing to you under the terms of said Deed of Trust, to cancel said note, discharge, and all other indebtedness secured by said Deed of Trust, hereinafter, you are with, together with the said Deed of Trust, and to reconvey, without warranty, to the parties herein by the terms of said Deed of Trust, all the rights held by you thereunder.

Dated Dec 19

Mail reconveyance to _____

STATE OF WASHINGTON : ss.
COUNTY OF

I hereby certify that this within Deed of Trust was filed in this office for Record on the day of Dec 19, at o'clock pm, and was duly recorded in Book County, State of Washington, on page _____.

County Auditor

By _____ Deputy _____

STATE OF WASHINGTON
CITY OF TACOMA NO. 21591

20th April 1973

DEED OF TRUST

This form is used in connection with
deeds of trust insured under the one-to
four-family provisions of the National
Housing Act.

SAT-10001

3-15-20-DA-201

THIS DEED OF TRUST, is made this 2nd day of December, 1977,

between THOMAS E. GROSS and JANET S. GROSS, husband and wife,

P.O. Box 995, White Salmon, Washington 98672, as Grantor,

SAFECC TITLE INSURANCE COMPANY,

P.O. Box 277, Stevenson, Washington 98648, as Trustee,

and COMMERCE MORTGAGE COMPANY, an Oregon Corporation,

, as Beneficiary,

whose address is P.O. Box 4113, Portland, Oregon 97208.

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

A tract of land in the Southeast Quarter of Section 20, Township 3 North, Range 10 E.W.M., being described as follows:

Commencing at the Southwest corner of Underwood Crest Addition in Skamania County, Washington; said point being on the Northernly right of way line of County Road No. 3041; thence along said right of way line South 82°43'12" West 50 feet to the true point of beginning of this description; thence continuing along said right of way line South 82°43'12" West 23.92 feet; thence on a 1530 foot radius curve left 166.08 feet (the chord of which bears South 78°06'03" West 34.90 feet); thence leaving said right of way line North 03°08'10" East 212.56 feet to the proposed Southerly right of way line of Hale Drive (said right of way line being 10 feet from the centerline of the proposed street when measured at right angles); thence along said proposed right of way line on a 439 foot radius curve left 56.71 feet (the chord of which bears South 47°10'47" East 36.67 feet); thence North 43°28'43" East 51.68 feet; thence on a 261 foot radius curve right 65 feet (the chord of which bears North 55°35'38" East 34.37 feet); thence leaving said proposed right of way line, South 05°17'48" East 127 feet, to the true point of beginning of this description.

IN FURTHER WITH all the covenants, hercements, and appurtenances now or hereafter thereunto belonging or in anyway appertaining, and the rents, issues and profits thereof.

THIS DEED IS FOR THE PURCHASE OR SECURING OF PROPERTY, of each agreement of Grantor herein contained and payment of the sum of **FOIFTY FIVE THOUSAND AND NO/100 DOLLARS** (\$55,000.00) and thereon according to the terms of a promissory note(s) even date(s) with, payable to Beneficiary or order and made by Grantor, and 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.

Grantor covenants and agrees as follows:

That he will pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity. *Provided, however, That written notice to exercise such privilege is given at least thirty (30) days prior to prepayment.*

Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the note secured hereby, on the first day of each month until said note is fully paid, the following sum:

An amount sufficient to provide the Beneficiary with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are held: (1) on a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(1) If and so long as said note and this instrument are undischarged or are reinstated under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Beneficiary one (1) month prior to its due date the annual mortgage insurance premium, in order to provide the Beneficiary with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder;

(2) If and so long as said note and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account delinquencies or prepayments;

A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes, and special assessments, next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on such insurance policies as may be required under paragraph 9 hereof, satisfactory to Beneficiary. Grantor agreeing to deliver personally to Beneficiary all bills and notices therefor, less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sum to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments, and:

All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the rate secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

(1) Premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(2) Ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(3) Interest on the note secured hereby; and

(4) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The arrangement provided for in paragraph 2 is solely for the benefit of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantee all rights of the Grantor with respect to any funds accumulated hereunder.

3. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, the Beneficiary may collect, and the Grantor agrees to pay with such payment, a "late charge" of two cents (2c) for each dollar (\$1) so overdue as liquidated damages for the additional expense of handling such delinquent payments.

4. If the total of the payments made by Grantor under (b) of paragraph 2 shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes, assessments and insurance premiums, such excess, at the option of Beneficiary, may be credited by Beneficiary on subsequent payments to be made by Grantor, or refunded to Grantor; if, however, the monthly payments made under (b) of paragraph 2, shall not be sufficient to pay ground rents, taxes, assessments and insurance premiums, when the same shall become due and payable, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when the payment of such ground rent, taxes, assessments, or insurance premiums shall be due, if at any time Grantor shall tender to Beneficiary, in accordance herewith, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor all payments made under the provisions of (a) of paragraph 2, which Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated pursuant to (b) of paragraph 2. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise, after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sum as will become due and payable during the pendency of the proceedings, as a credit against the amount of principal then remaining unpaid under said note and properly adjust any payments which shall have been made under (a) of paragraph 2.

5. To keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to inspect the property at any time during reasonable hours.

6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be contracted, damaged or destroyed therein, and pay when due all costs incurred therefor, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

- (a) To commence construction promptly and in my event within thirty (30) days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary;
- (b) To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof;
- (c) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice to Grantor of such fact;
- (d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with said building or improvements;

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. The property that is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

9. To keep the buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the beneficiary against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made herebefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss, Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the Beneficiary.

10. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee and should Beneficiary or Trustee etc also to appear in or defend any such action or proceeding the Grantor will, at all times, indemnify and defend reimbursement Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable on demand. To pay all costs of suit, cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.

11. To pay at least ten (10) days before delinquent all rents, taxes, assessments and encumbrances, charges or fees with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which in any time appear to be prior or superior hereto, for which provision has not been made herebefore, and upon request will exhibit to Beneficiary official receipts of herself, and to pay all taxes, reasonable costs, fees and expenses of this Trust; no default hereunder Beneficiary may, at its option, pay or has paid reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

12. To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure at the rate provided on the principal debt, or if the repayment thereof shall be secured hereby, failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder; or, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amounts of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

13. To do all acts and make all payments required of Grantor to make and note and that Deed eligible for insurance under the National Housing Act and any amendments thereto, and said regulations, and agrees not to do, or cause or suffer to be done, any act which will void such insurance so long as any obligation hereunder secured remains unfulfilled.

IT IS MUTUALLY AGREED THAT:

14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereby, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon the property for such purposes, commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, may purchase, contest, or compromise any encumbrance, charge or debt which, in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including costs of evidence of title, employ counsel, and pay all reasonable fees.

15. Should the property or any part or appurtenance thereto or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake, or in any other manner, Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such taking or damage, and obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting the property, are hereby assigned to Beneficiary, who may, after deducting the amount of all its expenses, including attorney's fees, release any moneys so received by it, or apply the same on any indebtedness secured hereby or apply the same in the restoration of the property as it may elect. Grantor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds as Beneficiary or Trustee may require.

16. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

17. At any time upon written request of Beneficiary, payment of its fees and interest on this Deed and the note for endorsement in case of full reconveyance, for cancellation and retention, without affecting the liability of any person for the payment of the indebtedness. Trustee may file a consent to the making of any map or plan of said property; (b) in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed or the note or charge thereof; (d) reconvey, without warranty, all or any part of the property. The Grantee in my reconveyance may be described as the "person or persons legally entitled thereto", and the records thereof of any matters of facts shall be conclusive proof of the truthfulness thereof.

18. The collection of rents, issues, and profits, or the proceeds of life and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any action taken pursuant to such notice.

19. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereinabove or should this Deed and said note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, written statement of my officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development subsequent to eight (8) months from the date of this Deed, declining to insure said note and this Deed, being deemed conclusive proof of such ineffectiveness, or should the commitment of the Department of Housing and Urban Development to insure this note cease to be in full force and effect for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder.

20. 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 (b) property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid on Trustee's side. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of 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. 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 therefrom. 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 shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value. 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 and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the requiring 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.

21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgee, of the note secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, and vice versa. And the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.

22. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the property above described; or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

Witness the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.



Thomas E. Gross
Thomas E. Gross

Janet S. Gross
Janet S. Gross

STATE OF WASHINGTON,

COUNTY OF *Sherman*

I, the undersigned, a notary public, day of December 1977, personally appeared before me, *Thomas E. Gross and Janet S. Gross*, to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act, as used, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Notary Public Seal for the State of Washington
Spokane, WA 99204

REQUEST FOR FULL RECONVEYANCE
If you require a copy of this instrument, please make payment

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 sum owing to you under the terms of said Deed of Trust, to cancel said note or the memorandum and all other evidence of indebtedness secured by said Deed of Trust, delivered to you herewith, together with the within Deed of Trust, and to reconvey, without warrant, to the parties designated by the terms of said Deed of Trust, all the estate or interest held by you thereunder.

Dated _____, 19____

Mail reconveyance to _____

STATE OF WASHINGTON
COUNTY OF *Spokane*

I hereby certify that this within Deed of Trust was filed in this office for Record on the _____ day of A.D. 19____, at _____ o'clock _____ m., and was duly recorded in Book _____ of Records of Mortgages of _____ County, State of Washington, on page _____

County Auditor

By _____ Deputy _____