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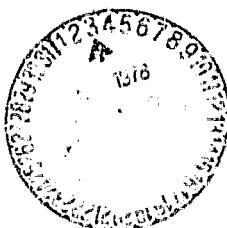
BULK 55 PAGE 951

DEED OF TRUST

THIS DEED OF TRUST is made this 20th day of ... October 19 .. 78 .., among the Grantor, . **GEORGE. DEGROOTE .AND. GLORIA Z.. DEGROOTE**, .husband .and. wife (herein "Borrower"), TransAmerica Title Company (herein "Trustee"), 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 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 Skamania , State of Washington:

LOT 47, OF COLUMBIA HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD AT PAGE 156 OF BOOK "A" OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.



which has the address of Columbia Heights , , Canada
(street) (city)

Wa. 98614....., (herein "Property Address")
State of Washington

For and with all the agreements now or hereafter created on the property, and all covenants, rights appurtenances, franchises, powers to the rights, and authorities given by Borrower to Lender to collect and apply such taxes, royalties, rents, oil and gas rights and profits, water, , and water stock, and all fixtures now or hereafter attached to the property, all of which, including the property 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 household estate, if any, Dated of Trust on a day are herein referred to as the "Property".

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated (herein "Note"), in the principal sum of, **FORTY-EIGHT 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 the 10th of each month Begine April 10, 1979 ; 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 seized 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 any Future Advances secured by this Deed of Trust.

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, and if the Note is paid in full, a sum therein ("Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over and/or Deed of Trust and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance plus one-twelfth of yearly premium installments for non-life insurance, if any, all as reasonably estimated in advance and from time to time by Lender on the basis of assessments and bills and transcripts furnished the result.

The Funds shall be held in an institution the deposits or assets of which are insured or guaranteed by the Federal or state agency (including Lender, if Lender is such an institution). Lender shall apply the Funds to pay said taxes and insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, amending or changing or verifying any compiling said assessments and bills unless Lender uses Borrower's name in the amounts and as it deems fit, which permits Lender to make such a charge. Borrower, if it so agrees in writing at the time of execution of the Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made in writing, it does not require such interest to be paid. Lender shall do it required to pay Borrower any amount so charged on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds for the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the above amounts by this Deed of Trust.

If the amount of the Funds held by Lender, together with the taxes, monthly installments of Funds received before the due date of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay such taxes, assessments, insurance premiums, and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited 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 difference within 10 days from the date of such amount held by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums so paid by this Deed of Trust, Lender shall promptly refund to Borrower the Funds held by Lender. If under paragraph 18, 19, or 20, no Prepayment or late charge is otherwise provided, paragraph 19 shall apply, no later than immediately prior to the date of the Prepayment or late charge, the amount of the Funds held by Lender at the time = application as a credit against.

3. Application of Payments. Unless otherwise provided in the Note, amounts paid by Borrower to Lender on account of paragraph 1 and 2 hereto shall be applied first to the payment of interest, and then to principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments, insurance premiums and ground rents which may become due on the Property which may attain a priority over this Deed of Trust, and pay all amounts which may be required to pay such taxes, assessments, insurance premiums and ground rents to the payee thereof. Borrower shall promptly pay to Lender all amounts which may be required to discharge any such liens before the same become due, and shall pay all amounts which may be required to discharge any such liens as soon as possible after the same are foreclosed or otherwise converted into legal proceedings which operate to foreclose them.

5. Hazard Insurance. Borrower shall obtain and maintain hazard insurance policies covering the Property against loss by fire, lightning, included within the risk of ordinary fire insurance, and such other perils as Lender may require and in such amounts and for such periods as Lender may require. The cost of such insurance, and the premium therefor, shall be included in such coverage except that amounts of insurance required by Lender shall be determined by Lender.

The insurance carrier presenting the policy to Lender, shall be liable to Lender, and not to Borrower, for amounts which such carrier shall be liable to Lender by reason of amounts paid by Borrower as provided under paragraph 5 herein, provided, however, if such amounts exceed the amount of the insurance carried, then such amounts are to be paid by Borrower.

All insurance policies and documents relating thereto, including the policy itself, the certificate of insurance and the clause in facsimile, shall remain the property of Lender. All insurance policies and documents shall be retained by Lender and shall remain the property of Lender until payment in full of all amounts due to Lender under this Deed of Trust, and Borrower may not pay off or cancel any such insurance policy or document, without the consent of Lender.

Unless Lender and Borrower otherwise agree, any amounts so paid by Borrower to Lender under this paragraph 5 shall not be deducted from the principal balance of the Note or the amount of any Future Advances, but such amounts will be deducted from the amount of the principal balance of the Note or the amount of any Future Advances, if Lender so directs, and if so directed, Lender may deduct such amounts from any other amount which may be due to Lender, and to any other liability and or debt to the Lender. This paragraph 5 shall apply to the amount of any insurance required or as a minimum shall pass to Lender to the extent of the amount so paid by Borrower.

6. Preservation and Maintenance of Property. Lender and Borrower shall keep the Property in good condition and shall comply with the precise terms and laws of the State of New Mexico concerning the care and maintenance of Lender's real estate, condominium or a planned unit development. Borrower and Lender shall have the right to enter upon the Property for any just cause or emergency creating or threatening the contamination of persons, property, or environment, or any other imminent danger to the condominium or planned unit development, and cause such damage to be removed and repaired at Borrower's expense, to the extent that such removal and repair may be necessary to remove the danger, and for which the expense so incurred by Borrower and Lender shall be incorporated into and shall become and supplement the amounts and amounts otherwise provided for in this Deed of Trust, which were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements made contained in this Deed of Trust, or if any action or proceeding is commenced which adversely affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, condemnation, partition, or receivership, or proceedings involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may sue with appropriate damages, costs and expenses, and take such action as it deems necessary to protect Lender's interest, including the collection of reasonable attorney's fees, and entry upon the Property in its sole rights. If Lender receives insurance premiums as a condition of making the loans 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 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 herein.

Any and all disbursements by Lender pursuant to this paragraph 7, with interest thereon, shall bear 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.

9. Condemnation. The proceeds of any award or claim for damages, or of any compensation, or compensation with any condemnation or city taking of the Property, or part thereof, or for improvements thereto, are hereby paid and shall 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 sum secured by this Deed of Trust such proportion of the proceeds as is equal to that portion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the property is abandoned by the owner or if, after notice by Lender to Borrower that the owner fails to make good an award or settle a claim for damages, Borrower fails to respond within ten (10) days after the date such notice is given, Lender is authorized to collect and apply the proceeds of Lender's action, cause to reconstruct 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 funds shall not exceed or postpone the due date of the immediate installments referred to in paragraphs 1 and 2, herein, or change the amount of such installments.

10. Borrower's Right Received. Extension of the term, or revalued or modification of amortization of the sums secured by this Deed of Trust granted by Lender to my successors, assignees, Borrower shall not be liable to release in any manner the liability of the original Borrower and Borrower's successors or assigns. Lender shall not be required to commence proceedings against such successor or assignee so exceed time for payment or otherwise foreclose amortization of the sums secured by this Deed of Trust in respect of any amounts paid 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 otherwise afforded by applicable law, shall not be a waiver of the subsequent exercise of any such right or remedy. The payment of amounts or the payment of taxes or other obligations under this Deed of Trust shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedy - Collective. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, in may be exercised concurrently, independently or successively.

13. Successors and Assigns; Burden Joint and Several Liability; Cautions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions for payment by Borrower. All covenants and agreements of either or both shall be joint and several in nature and binding on the parties hereto. This Deed of Trust are for a joint venture and are not to be used to interpret or define the provisions hereof.

14. Notice. Lender and Borrower shall furnish to each other at least one month prior to the date of sale or transfer to be given by either party to the other party, notice of his/her intent to sell or transfer, including such notice of his/her intent to sell or transfer to the Persons, entities, corporations, associations, firms, companies, partnerships, clubs, or organizations, to whom the property is to be sold or transferred. Such notice shall contain the name and address of the Person, entity, corporation, association, firm, company, partnership, club, or organization to whom the property is to be sold or transferred, the date when the property is to be sold or transferred, and such other information as Lender or Borrower may require. Notice of the proposed sale or transfer shall be given by Lender or Borrower, whichever is first to sell or transfer the property, and shall be given to the other party at least one month prior to the date of sale or transfer.

15. Uniform Deed of Trust Governing Law; Severability. The laws of the State of California shall govern this instrument and no provision hereof shall be deemed invalid or unenforceable on account of any conflict between the laws of the State of California and the laws of any other state, territory, or country.

16. Non-Recourse; Recourse. The property herein described is non-recourse as to all debts and obligations of Lender and Borrower, except as set forth in this instrument.

17. Transfer of the Property; Assumption. If the property is sold or transferred, the transferee shall assume all obligations of Lender and Borrower, and Lender shall have the right to require the transferee to pay all amounts secured by this Deed of Trust to Lender.

18. Assignment of Mortgagors. Except as provided in paragraph 16 hereof, no holder in due course of any instrument of assignment of Borrower in this Deed of Trust, including instruments to pay who are persons secured by this Deed of Trust, or Lender prior to the date of a valid notice of acceleration, may sue Lender or Borrower and to the other parties herein named for any debt or claim arising from the breach of this Deed of Trust, regardless of the date when the debt was created, provided that notice to Lender to remain in possession shall be given, and (3) that Lender shall be given a reasonable opportunity to cure such default and (4) that Lender shall be given a reasonable opportunity to inspect the books and records of the sums secured by this Deed of Trust, and (5) that Lender shall be given a reasonable opportunity to inspect the property or property fixtures at a reasonable time that is 120 days in the future. The notice shall further state that Plaintiff or Plaintiff's counsel will commence action within 30 days after acceleration, (6) the right to bring a court action to enjoin the enforcement of this instrument for any other debt or claim, (7) the right to acceleration and foreclosure and (8) any other matter required to be contained in each notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender or Lender's assignee may exercise the rights granted by this Deed of Trust to be immediately due and payable without further demand and may invoke the right to sue and any other remedies permitted by applicable law. Lender shall be entitled to judicial or arbitration proceedings, or any other remedies incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender makes any power of sale, Lender shall give written notice to trustee of the occurrence of an event of default and of Lender's intention to cause the Property to be sold. Trustee and his/her shall take such action regarding notice of sale and shall give such notice to the owner and to other persons as applicable law may require. After the lapse of such time as may be reasonably necessary, and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale, for the sum or more or less, and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period of a period not exceeding a total of 30 days for public sale, payment at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at an

Lender shall deliver to the particular Trustee's deed conveying the Property, a copy without any covenant or warranty, expressed or implied. The events in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) in all reasonable costs and expenses of the sale, including, but not limited to reasonable Lender's and attorney's fees and costs of title evidence; (b) in all sums secured by this Deed of Trust and (c) to the excess, if any, to the person or persons legally entitled thereto, or the stock of the superior court of the county in which the sale took place.

19. Borrower's Right to Remodel. Notwithstanding Lender's assumption of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earliest date of record of such proceedings, but not later than the Property is sold, in case of sale, or terminated in case of cancellation of this Deed of Trust.

This instrument is a judgment enforcing the Lender's rights in the property, and Borrower may take all steps which would be taken under the Deed of Trust, the Note and other documents of Lender. Borrower, if he has had no acceleration, demands of Borrower an end all notices of any other covenants or agreements of Borrower contained in this Deed of Trust, (2) Borrower pays all attorney's fees, costs incurred by Lender and Trustee in defending the covenants and agreements of Borrower contained in this Deed of Trust and in releasing Lender and Trustee's covenants as provided in paragraph 16, herein.

including, but not limited to, reasonable attorney's fees, and (ii) for over charges such as if a lessee fails reasonably to return to agent that the lessee of this Deed of Trust, Lender's return to the Property and Borrower's obligation to pay the amount stated by this Deed of Trust shall continue unmodified. Upon such comment and cause by Borrower, this Deed of Trust and the other terms contained herein 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 grants to Lender the rents of the Premises, provided that Borrower shall, prior to acceleration under paragraph 19, have abandoned or discontinued use of the Property, have the right to collect and retain such rents as they accrue during periods so retained.

Upon acceleration under paragraph 14 hereof or abandonment of the Property, Lender may possess the same and be judicially appointed receiver, trustee, or manager 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, reasonable attorney's fees, receiver's bonds and reasonable expenses, fees and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for the rents actually received.

21. Future Advances. Upon request of Borrower, Lender or Lender's assigns, provide full accommodations to Borrower by Trustee or Borrower, or make further Advances, in amounts and at interest rates as determined by such Person. Advances will be made in accordance with the terms of this Deed of Trust when so demanded by Borrower in writing, stating that such advances are secured by the title to the Property by this Deed of Trust.

22. Recourse. Upon payment of all sums secured by this Deed of Trust, Lender has released, released and waived all claims against the Trustee and against the Borrower, and all persons holding title to the Property by virtue of this Deed of Trust. Trustee shall be answerable to Premises without defense, and without charge for the payment of premiums, for any insurance held therefor. Such person or persons shall pay all costs of reforeclosure of any liens.

23. No Third Trustee. In accordance with applicable law, Lender may name three trustees, who may be one and the same, to an Interim period and hereunder who are deemed to act. Without conveyance of the Property, such trustees shall succeed to all the power and duties conferred upon the former trustees under any applicable law.

24. Use of Property. The Property is not used or intended for any purpose other than personal.

In witness whereof, Borrower has executed this Deed of Trust,

GEORGE DECROUTE

GLORIA Z. DECROUTE

STATE OF WASHINGTON EXAMINA

On the 1st day of October, 1981, for the State of Washington, date above, in the presence of GEORGE DECROUTE AND GLORIA Z. DECROUTE, husband and wife, and when executed the foregoing instrument was acknowledged and instrument as their

Witness my hand and affixed to

My U. S. Notary stamp August 1, 1981

To Trustee: GEORGE DECROUTE AND GLORIA Z. DECROUTE, husband and wife

The undersigned, a Notary Public in the State of Washington, do hereby certify that I have examined the foregoing instrument and found it to be in due form and that the signature of each party thereto was then and there given in my presence and before me and that each was then and there in his or her sound judgment and memory and that he or she did then and there sign the same in his or her own handwriting and in the presence of the other party or parties to the instrument.

Date:

STATE OF WASHINGTON
COUNTY OF SEATTLE 1981
TACOMA CITY TENTH DISTRICT
MATERIALS OR WORKS PILED AT
1st floor of the bldg
or 1st floor of the bldg
11:00 AM Aug 3, 1981
FAC. INSPECTED IN STATE SE
W. W. G. AT room #603
SPECIALTY BUILDING COUNTY, WASH.
J. Ladd
COUNTY ALMOTION
B. Salcock

REGISTERED
INDEXED, SER.
SEARCHED
COPIED,
COMPILED
FILED