5K 11425 3-8-11705

DEED OF TRUST

	THIS DEED OF TRUST is m	19 6	ineh .	Anu ne	March	
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	THIS DEED OF TRUST is m. 79 among the Granton	Paul T. Lea	l and S. Mel	anie Leal, m	napang and whi	:५०% च (१०५०)
19	.17, among the Granton	ga ta ana an a		، ب في شر سر سو بد	Cher	ein "Borrower").
	, among the Granton			****	Alamadallan dinam	oration organized
T	ansAmerica Title Company (l	herein "Tr. '3tee"), an	d the Beneficiary	, Riverview sayings	Association, a corp	on 98607 (herein
nn	ransAmerica Title Company (I ad existing under the laws of	(Washington, whose	address is 700 N	і В. Ропци Ален	ict Calliast Masimile.	on Sound Conserve
151	ender").			1 15 M		March 1980

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:

A Parcel of Land defined as a portion of lot 1 of the Huston Dillon Short plat in the South helf of the Northwest quarter of Section 23, Township 3 North, Range 8 East of the W.M., Recorded June 28, 1976, under Auditor's File No. 82448, Records of Skemania County, Washington, described as follows;

Beginning at the Northwest corner of the South half of the Northwest quarter of Section 23; thence East along the North line of the South half of the Northwest quarter of sail section 23, a distance of 1,678 feet to a point on the westerly right of way line of Berge road, as the same is established and traveled July 1, 1978; right of way line of Berge road, as the same is established and traveled July 1, 1978; thence West parallel with the South line of the South half of the Northwest quarter, a distance of 350 feet; thence East parallel with the South Northwest quarter, a distance of 350 feet; thence East parallel with the South line of the Northwest quarter, a distance of 160 feet to the true point of beginning of this description; thence South parallel with the West line of the Northwest quarter, a distance of 310 feet to the South line of lot 1; thence East along the South line of said lot 1 to where said South line intersects the Westerly Right of way line of Berge road; thence Northwesterly along the Westerly right of way line to a point that is 350 feet South of the North line of the South half of the Northwest quarter; thence West parallel with the South line of said Northwest quarter to the point of beginning.

EXCEPT road easement 15 feet in width along the Southerly portion of said tract.

SUBJECT to easements and restrictions of record.

MAN 1979

RECTIVED

SKAMEN SECTIVE

SICKERS UT WASH

.Vashington....98648......(herein "Property Address");
[State and Zip Gode]

TOGETHER with all the improvements now or hereafter erected on the property, and all casements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

Borrower covenants that Borrower is lawfully selsed of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencombered, and that Borrower will warrant and defend generally the tille 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.

WASHINGTON-1 to 4 Family-6:75-PHMA/PHLANG UNIFORM INSTRUMENT

5K-11425

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

1. Payment of Principal and Interest. Borrower shall promipily pay when due the principal of and interest on the indebtediess evidenced by the Note; prepayment and late charges as provided in the Note, and the principal of and interest on any lituter Advances required 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 to the day monthly installments of principal and interest are payable under the Note, until the Note is paid, in full, a sum (hierein "Funds") equal to one-twelfth of aire yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if they, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonable estimated initially and from the tolime by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Feddral or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying, he Funds, analyzing said account permits Lender to make such a charge. Borrower and Lender pays Borrower interest on the Funds daid applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this requires such internst to be paid, Lender shall not be required to pay Borrower—any interest or carnings on the Funds shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the burnous of two Funds held by Lender, together with the future monthly installments of Funds payab

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and ine purpose for which each debit to the Funds was made. The Funds are pledged at additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future mount in the purpose of the funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either held by Lender shall, not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, by Lender shall, not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, by Lender shall pay of Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender, if under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, and the play the property is sold or the Property is otherwise acquired by Lender, and the play taxes, assessments in the property is otherwise acquired by Lender, and the play the play the property of the squistline by Lender, and the play the property of the squistline by Lender, and the play the property of the squistline by Lender, and the play the play the property of the property of the squistline by Lender, and the play the play the property of the property of the property is otherwise, and payments and payment, and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower principal on any Future Advances.

4. Charges; Lens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground reats, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower shall promptly furnish to Lender the property or any

insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, but former, and promptly notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly but former.

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically reasible and the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower, if the Property is abandoned by Borrower, or if Borrower luits to respond to Lender within 30 days from the is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or positione 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 threeff resulting from damage to the Property prior to the sale or acquisition.

in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisitions.

6. Preservation and Maintenance of Property; Lenscholds; Condeminiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a least of Trust is on a condemination or a planned unit development, Portrower shall perform all of Borrower'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 is planted to the property of the

P. Condemnssion. The proceeds of any award or claim for damages, direct or consequential, in consection with any consemnation or other taking of the Property, or part thereof, or for conveyance in lieu of consemnation, are hereby assigned 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 sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion 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 and to Borrower.

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 Borrower, or if ifter notice by Lender to Borrower that that condenance offers to make an award or tettle a claim for damages, Borrower this 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 Borrower, inherwise 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.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust cranted by Lender to any energy is foregree that the payment of modification of amortization of the sums secured.

such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the time secured by this Deed of Trust granted by Linder to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower's accessors in interest. Lender shall not be required to commence 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 Find a Walver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a walver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other lieus or charges by Lender shall not be a walver of Lender's 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 are distinct and cumulative to any other right' or remedy under this Deed of Trust are distinct and cumulative to any other right' or remedy under this Deed of Trust are distinct and cumulative to any other right' or remedy under this Deed of Trust are distinct and cumulative to any other right' or remedy under this Deed of Trust are distinct and cumulative to any other right' or remedy under this Deed of Trust are distinct and cumulative to any other right' or remedy under this Deed of Trust are distinct and cumulative to any other right' or remedy under this Deed of Trust.

12. Remedles Cumulative. All remedles provided in this Deed of Trust and distinct and cumulative to any other right or remedy under this Deed of Trust or afforded 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 'ercin contained shall bind, and the right, hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of 'Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any hotice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender's address stated herein or to such other address as Lender shall be given by certified mail, return receipt requested. In Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Rorrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trus; (Governing Lawt Severability, This form of deed recin. Any notice provided for in this Deed of Trus that be deemed to have been given to Rorrower or Lender when given in the manner designated herein. The event that may provision or clause of this Deed of Trus or the Note conditions with applicable law, such conflict shall not affect other provisions of viais Deed of Trus or the Note outliers with applicable law, such conflict shall not affect other provisions of viais Deed of Trus or the Note which can be given by conflict shall

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

Nov-Uniform Covenants. Borrower and Lender (urther covenant and agree as follows:

18. Acceleration: Remedies. Except as provided in paragraph 17 nevof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, in inding the covenants on pay when due any sum's secured by this Deed of Trust, Lender prior to acceleration shall give notice in the manner prescribed by applicable law to Borrower and to the other presents prescribed by applicable the way specifying [1] the breach (2) in a date, not test than 30 days from the date the totice is malest to Borrower, by which such breach on some secured by this Deed of Trust and sale of the property at public ancilon at a date not less than 120 days in the future. The notice shall breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public ancilon at a date not less than 120 days in the future. The notice shall further inform florrower of (1) the right to relationstate after acceleration, (ii) the right to related by this Deed of Trust and sale of the property at public ancilon at a casteration and foreclosure and (iii) any other masters required to be is studed in such notice by applicable law. If the breach is not cared on or before the date specified in the notice, Lender is Lender's option may declare all of the suins secured by this beed of Trust to be fune indiced. Lender is a law of the property of the power of sale and any other remedies permitted by applicable law, Lander indiced to reflect the case and any avoke the power of sale and any other remedies permitted by applicable law and parable with the sale of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall like such action regarding notice of sale is one or more parcels and in acceleration of the notice of sale. Linder is public accion to the bighest bidder at the time and place and under the terms designated in the

the State of Washington ros ding his

including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums feedered by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations recured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Relectiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, browled that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All vents collected by Lender or the receiver shall be applied first to payment of the exists of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory netes stating that said notes the secured by this Deed of Trust to Trustee. Upon payment of all sums secured by this Deed of Trust shall reconvey the Property without warranty and without charge to the person or persons logally ent IN WITNESS WHEREOF, Borrower has executed this Deed of Trust. Faul T Leal
Paul T. Ical

S. Milanie Lecture S. Melanie Leal STATE OF WASHINGTON..... Skamania free and voluntary act and deed, for the uses and purposes therein mentioned. WITNESS my hand and official seal affixed the day and year in this certificate above written. My Commission expires: 4/15/8/

REQUEST FOR RECONVEYANCE

Natary Public in and wu

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled theretoe

(Space Below This Line Reserved For Lender and Recorder)

88192

COUNTY OF SKANANIA

HERENY CORTIFY THAT THE WITHIN

INSTRUMENT OF STAITING, FX.ED BY...

AMANIA COUNTY, WASH

AUDITOR

REGISTERED INDEXED: DI INDIRECT: PECOTOLUIX COMPARED

MAILED