

8824

SK11421

2-7-30-AA-2100

## DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of March 1979, among the Grantor, ROBERT L. HOPKINS, AND LAURA M. HOPKINS, husband and wife, Sr. (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, in trust, with power of sale, the following described property located in the County of SKAMANIA, State of Washington:

LOT 2, BLK 2, PLAT OF RELOCATED NORTH BONNEVILLE, RECORDED IN BOOK "B" OF PLATS, PAGE 8, UNDER SKAMANIA COUNTY FILE NO. 83466, ALSO RECORDED IN BOOK "B" OF PLATS, PAGE 24, UNDER SKAMANIA COUNTY FILE NO. 84429, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Washington 98639 3rd, cul-de-sac, across Hamilton Creek North Bonneville  
(herein "Property Address") (city)

Together with all the improvements, now or hereafter located on the property, and all easements, rights, appurtenances, and interests in and to the property, together with all the rights and authorities given herein to Lender to collect and apply such taxes, assessments, interest and principal, 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, shall be held subject to this Deed of Trust, and a trust created hereunder referred to as the "Property".

To Secure to Lender the payment of the indebtedness evidenced by Borrower's note dated March 15, 1979, (herein "Note"), in the principal sum of SIXTY-TWO THOUSAND AND NO/100 \*\*\*\*\* (\$62,000.00) 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 15th of each month, Begins Sept 15, 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 (4) 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.

WASHINGTON 1-12-4 Family 6-75- THMA/FHLMG UNIFORM INSTRUMENT



LOANING AGREEMENTS. 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, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this 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 mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills, and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accuracy of which are insured or guaranteed by a Federal 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 the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable fee permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of the Deed of Trust that interest on the Funds shall not be paid to Borrower, and unless such agreement is made or approved, the requirement that such interest be paid to Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

14. If the amount of the Funds held by Lender, together with the future monthly installments of Funds, proves to be insufficient to pay the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said 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 deficiency within 30 days from the date such amount is made by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower all funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, the funds of Lender at the time of application as a credit against the sums secured by this Deed of Trust.

2. **Application of Payments.** In case of any dispute as to the application of any payment made by the Borrower to the Lender, the Lender shall apply such payment to the principal of the Loan first, then to the interest on the Loan, then to the interest on any other indebtedness of the Borrower to the Lender, and finally to the principal of any other indebtedness of the Borrower to the Lender. **Notwithstanding to the foregoing, if the Lender is a bank, it may apply any payment made by the Borrower to the Lender to the principal of the Loan first, then to the interest on the Loan, then to the interest on any other indebtedness of the Borrower to the Lender, and finally to the principal of any other indebtedness of the Borrower to the Lender.**

[illegible]

10. **Hazard Insurance.** Borrower shall keep the property insured against loss by fire, but this shall not include a float term policy with a waiting loss by fire, but this shall not include a float term policy with a waiting period of more than 30 days after the date of loss. Borrower shall maintain such coverage against and for such periods as Lender may require. The insurance shall be maintained by the insured in the name of Lender. The insurance shall not be assigned without the approval of Lender, and that such approval shall not be unreasonably withheld. Lender shall be provided under paragraph 2 hereof as to the name of the insurance carrier.

All insurance policies and renewal contracts shall be terms acceptable to Lender, and the Borrower shall maintain such insurance policies and renewal contracts in favor of and in terms acceptable to Lender. Lender shall have the right to hold the Borrower harmless for the cost of such insurance policies and renewal contracts. Borrower shall give prompt notice to the insurance company and Lender. Lender may take such action as may be deemed necessary to recover.

any power of attorney, power of appointment, or other instrument purporting to be executed by or on behalf of the Property Lender and the Borrower relating to this security, insurance proceeds or the proceeds of a release or repair of the Property Lender, and the Borrower shall not execute or cause to be executed any such instrument purporting to be executed by or on behalf of the Property Lender or Trust, or not thereby empowered, until such instrument is or appears to be lawfully executed by the Property Lender or Trust, or not thereby empowered, and such instrument is or appears to be lawfully executed by the Property Lender or Trust, or not thereby empowered, the instrument shall be null and void and shall be of no effect and shall not be enforceable by the Borrower. If the Property Lender is abandoned by Borrower, the Property Lender shall be entitled to all proceeds of insurance and proceeds of a release or repair of the Property Lender, and the Borrower shall be obligated to execute and apply the insurance proceeds at Lender's written order in satisfaction or repair of the Property Lender or in the sums secured by the Deed of Trust.

10. If the Lender and the Borrower otherwise agree by writing, any such obligation, provided to or by the Lender, may extend or terminate the due date of the monthly installments referred to in Paragraphs 1 and 2, based on change of the amount of such installments. If such Paragraph 18 hereof is assumed by the Lender at any time and extent of that, with or without any other purposes and in and to the proceeds thereof arising from damage in the Property prior to the acquisition shall pass to Lender to the extent of the sums awarded by the Court of First Instance in any such case.

**6. Preservation and Maintenance of Property; Leases; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not consent to any permanent improvement or alteration of the Property without the prior written approval of Lender. If the Property is located in a condominium, townhome development, or other similar development, Borrower shall comply with the provisions of any lease if this Deed of Trust is on a mortgage. If the lease of the Property is a leasehold interest in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the deed, lease or covenants creating or governing the condominium or planned unit development, the deeded and undivided fee ownership interest in the Property, and the condominium or planned unit development, and construction documents. If a condominium or planned unit development is created by a deed, lease or covenants, and recorded together with this Deed of Trust, the covenants and agreements of such lease shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if they were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained herein and if, at any time, any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, authority, sale, encroachment, or arrangements or proceedings involving such right of decision, then Lender, at Lender's option, upon notice to Borrower, it is made such appearance, defense, costs and take such actions as it is necessary to protect Lender's interest, including, but not limited to, obtaining an equitable order of injunction, and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required as condition of insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's 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 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become 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, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and 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 paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors 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 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 or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver 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 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 herein contained shall bind, and the rights 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 notice required under applicable law, any notice in any other manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice to the address of Borrower at the Property Address or at such other address as Borrower may designate in writing to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to the address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

15. **Uniform Deed of Trust Governing Law Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust and the Note which can be given effect without the conflicting provision. and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender is satisfied to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 18 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

18. **Acceleration Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums 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 persons prescribed by applicable law specifying (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such 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 auction at a date not less than 120 days in the future. The notice shall further inform Borrower of (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law, and Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law 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 in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals 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) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled therein, or the clerk of the superior court of the county to which the sale took place.

19. **Borrower's Right to Reinstatement.** Notwithstanding Lender's acceleration 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 earlier to occur of (i) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be due due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof,

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 secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby 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 assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in 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 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, 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 notes stating that said notes are secured hereby.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. Use of Property. The Property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

*Robert L. Hopkins Sr.*  
ROBERT L. HOPKINS SR. -Borrower

*Laura M. Hopkins*  
LAURA M. HOPKINS -Borrower

STATE OF WASHINGTON.....Skamania..... County ss:

On this..15th.....day of..March.....1979.. before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared..ROBERT L. HOPKINS AND...LAURA M. HOPKINS, husband and wife.....to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that.....signed and sealed the said instrument as.....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:  
October 25, 1982

Notary Public in and for the State of Washington residing at: Stevenson

### REQUEST FOR RECONVEYANCE

#### 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 thereto.

Date: .....

(Space Below This Line Reserved For Lender and Recorder)

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: CIR.	<input checked="" type="checkbox"/>
INDIRECT:	<input type="checkbox"/>
RECORDED:	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>
VAILED	<input type="checkbox"/>

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WITHIN, FILED BY

*Heidi Little Co*

OF *Stevenson*

AT *1:00 P.M. March 19, 1979*

WAS RECORDED IN BOOK *56*

OF *117* AT PAGE *178-201*

(COUNTY OF SKAMANIA COUNTY, WASH.)

*M. P. Todd*

COUNTY CLERK

*B. B. B. B.*