DEED OF TRUST

3411153 1-5-9-607 021 3051474

THIS DEED OF TRUST is made this 27

day of NOVEMBER

1978 .

among the Grantor, DAVID J. LAPIERRE & EDNA A. LAPIERRE, HUSBAND AND WIFE

Therein "Borrower").

SKAMANIA COUNTY TITLE INSURANCE CO.

(herein "Trustee), and the Beneficiary,

PACIFIC NATIONAL BANK OF WASHINGTON existing under the laws of the United States PACIFICBANK MORTGAGE

a corporation organized and whose address is (herem "Lender")

P. O. BOX 21506, SEATTLE, WA. 98111

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, inevocably grants and conveys to Irustee, in trust, with power of sale, the following described property located in the County of . State of Washington SKAMANIA

ATTACHED

A THACT OF LAND LOCATED IN THE EAST HALF OF THE WEST HALF OF SECTION 9. TOWNSHIP 1 NORTH, RANGE 5 E.W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION S; THENCE SOUTH 87833 48" EAST A DISTANCE OF 1,647.90 FEET TO A POINT; THENCE SOUTH 0204143" WEST TO THE NORTH FIGHT OF WAY LINE OF SKAMANIA COUNTY ROAD KNOWN AS STRUNK ROAD, AS THE SECTION OF THE NORTH AND TRANSPORTED AND THE SECTION OF THE NORTH AND TRANSPORTED AND THE SECTION OF THE RIGHT OF WAY LINE OF SKAMANIA COUNTY ROAD KNOWN AS STRUNK ROAD, AS THE SAME IS ESTABLISHED AND TRAVELED APRIL 1, 1978; THENCE FOLLOWING THE NORTHERLY RIGHT OF WAY LINE OF STRUNK COUNTY ROAD, A DISTANCE OF 165 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH OF 15T FEET TO A POINT THAT IS NORTH OBORGING! EAST 661 FEET NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF STRUNK ROAD; THENCE SOUTH 02006/43/4 WEST A DISTANCE OF 661. 30 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STRUNK ROAD; THENCE NORTH FYSTAL!! WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF STRUNK ROAD; THENCE NORTH FYSTAL!! WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF STRUNK ROAD A DISTANCE OF 165 FEET TO THE POINT OF BEGINNING.

ALSO TO BE KNOWN AS LOT 3 OF JEREMIAH JOH ISON'S SHORT PLAT, RECORDED MARCH 30, 1978, UNDER AUDITOR'S FILE NO. 86023, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

to the address

M. P. 0.43 STRUNK ROAD

WASHOUGAL, MA. 98671

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Hitrory

therein "Property Address")

loss there with all the improvements mow or hereafter creeked on the property, and all easements, rights, apport, namely, remy Carbicel however to the rights and authorities given herein to Lender in collect and apply such restably four ties material cal and gas rights and profits, water, water rights, and water stock, and all fixtures how or forceits article it to the property, all of which, including replacements and additions thereto, shall be deemed to be and to make the property covered by this Died of Trust, and all of the foregoing, together with said property or the state of this Deed of Trust is on a basehold fate better referred to as the Property

to Stripp to Lender (a) the repayment of the indebtedness evidenced by Horrower's note dated (herein "Note"), in the principal sum of THIRTY-NINE THOUSAND AND NO/00 Dollars, with interest thereon, providing for monthly NOVEMBER 27, 1978

nestallments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 1, 2008 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 inverest thereon, made to Borrowe by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Burrower covenants that Horrower is fawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Horrower 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 to 4 Family -6 75 JENNA THEMS UNITORM INSTRUMENT RE- 215 (REV. 8/77)

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

Unitions Consisters. 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 motivatedness evidenced by the Note, preparament and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by the Deed of Front.

2. Funds for Taxes and Insurance. Solpiest to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day mouthly installments of principal and interest are poyable under the Note, and the Note is paid in fail. Deed of Trust and ground tent on the Property of any ples one weight of yearly premium installments for horizing a moverance. If ally all as reasonable standard insurance must be founded in the property of the property of any ples one weight of yearly premium installments for mortigage insurance. If ally all as reasonable estimated installs and est

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the his Deed of Frant.

If the amount of the Funds held by Lender regetter with the stative months installments of the most of the Funds held by Lender together with the stative months installments of the most of the funds in the did did not be sufficient installments and ground rests, what exceed the amount rests as they all did not have seen the first head to the funds of the promptly repeal to Borrower or or reduced to Borrower or morathly most alternative of Funds. If the month held by Lender shall not be sufficient to pay face, assessments, insurance parameters and another head have shall pay to Londer any amount necessary to make up the deficiency within his distributed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by the Deed of Trust Lender, was promptly mind to held by Lender. If under pringingh its borrow in the same of the Property is said on the Property in the same promptly no later than immediately print to the same of the Property in said on the Property is all of the Property of the same printing and the same application as a credit against the same of the Property in the same of the Property of the same payment of application of Payments. Unless applicable has growned as theremes all produces recommended from the printing of the property which may allow as a reality against the some secured his two Deed of for.

A phylication of Payments. Unless applies the have considered as a payment of a payment and the property which may allow as a property sever the Deed of the same analysis of a payment of the property which may allow a property sever the Deed of these and another abstracts and another payment and the property which may allow a property sever the Deed of these and another acceptable to Londer of the payer the property which may allow a property sever the Deed of these and a several payment and the payment of the payer the payment deed to the pa e enterents ready that is easily

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Horrower sharing ever prior trackers the limit of the control of the control of the control of the control of the Properties magadher included such resolutions or agree in serving assume the Properties magadher included such resolutions or open or section of the control of th

Michigan of Assunds to poor persons as you estaphs and I here to alonge the amount to Londer all tasks rate and ordered in Bostonia, from exempt to the Bostonia, from exempt to the Bostonia from the according to both of Ether many laster, provide to task asks a Deval of Ether many laster, provide to task asks.

Preservation and Maintenance of Property: Leavenings: Landominiums: Planned Unit Developments. Because 6. Preservation and Maintenance of Property Leachedus: Undominations: Planned Und Development. By the first keep the Property of season appearance and study and account of a preservation of the preservation state of the Deed of First and study and the Deed of Property of the Deed of Property of the Pr

shall be incorporated into and shall amend and supplement the communication agreements at the Doed of Frost as if the residual be incorporated into and shall amend and supplement the communication of Lender's Security. If Bostoner fails to perform the concentration and acreaments confirmed to the Doed of Frust or it are action in proceeding a communication which make its affects Lender's increase on the Progress including but not hunted to emigral domain, motiveses, such artist contact to artistic contact to proceed and the such applications of proceeding to the stronger of the supplements of the such applications of the such action as a necessary to protect Lender's interest including but not formed to disburstering to such association of making the boar secured by this Doed of frust Bostoner shall pas the premiums required moraging insurance in officer and such time as the requirement for such insurance terminates in accordance with Bostoner's and the such applicable law. Bostoner's shall pas the premium requirement to maintain provincial under partiagraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional amounts shall be parable upon induce from faint to time on outstanding principal under the Note industrial resource of the parable from time to time on outstanding principal under the Note industrial resource and said become as the said as activated and the contrary to applicable law. Nothing contained in this paragraph? shall require how the Note index as the Note index parament of interest parameted to the principal of the property.

Bursties I ender may make or cause to be made reasonable enteres upon and inspections of the Property, provided microst in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequentist, 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.

and shall be paid to Lender.

In the event of a total taking of the Property the proceeds shall be applied to the nums 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 halance of the proceeds and to Borrower.

If the Borrower is the sale of the Property in the Borrower in the Borrower is the proceed to the Borrower.

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 falls to tespond 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 mouthly 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

such installments.

10. Barrover 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. Furthermnee by Lender Not a Walver. 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.

12. Remeats Cumming. An intended by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; John and Several Liability: Captions. The covenants and agreements herein contained shall band, and the rights hereinder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereid. All covenants and agreements of Borrower shall be fount 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 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 oddressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lander as provided herein or to such other address as Lender may designate by notice to Borrower as provided herein or to such other address as Lender may designate by notice to Borrower as provided herein or to such other address as Lender may designate by notice to Borrower as provided herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice 1 object of Trust (Governing Law; Severability). This form of deed of trust combines uniform covenants for national use and non-uniform covenants with institute a variation by jurisdiction in which the Property is located. In the event that any provision or slause of the Deed of Trust or he Note conflicts with applicable law, such conflicts with a conflicting provision, and to this Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy, Horizoner shall be formashed a conformed copy of the Note and of this Deed of Trust at the time of execution or after reco

16. Barrower's Copy. Borrower shall be turnished 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. It all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, oxcluding (a) the creation of a lien or encumbrance subordinate to his Deed of Irust (b) the creation of a nurchaoe mones security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a roint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may at Lender space, and the person to whom the Property of the sold or transferred reach agreement in writing that the credit of such person so attraction to be more rand that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Londer shall reagnest. If Lender has weared the option to accelerate provided in this paragraph 17, and if Borrower successor at interest has escented a written assumption agreement accepted in writing by Lender, Lender shall read such persons all obligations under this Deed of Trust and the Note.

If Lender exercises such applied to Lender shall mad Borrower notice of acceleration in accordance with paragraph 44 bereof. Such notice shall postude a period of the shall not do Borrower that such period by the Borrower may pay the sums declared due. If Borrower has to be spiration of such period banders any without further notice or demand on Borrower moves on the state the notice is mailed suthing which Borrower may such sums declared due. If Borrower may remedies permitted by paragraph 18 hereof.

No. 1. Stratest Cost Ses (s. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies, Except as provided in paragraph 17 nerver, breach of any casenant 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 proscribed by applicable have increased and the other persons reservibed by applicable have been the other persons reservibed by applicable have 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 gared; and (4) that failure to cure such breach on or before the shale specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale in the property at public anction at a date not less than 120 days in the future. The notice shall further inform Borrower of (4) the right to reduce the none-existence of a default or any other defense of formover to acceleration, (ii) the right to bring a court action to assert the none-existence of a default or any other defense of formover to acceleration, (iii) the right to reduce the none-existence of a default or any other defense of formover to acceleration, (iii) the right to reduce the none-existence of a default or any other defense of formover to acceleration and foreclosure and (fil) any other matters required to be included in such notice by applicable law. If the breach is not on the force the date specified in the onlice, Lender at Lender's option may declare all of the sunw secured by this Deed of Trust to be inmiediately due and passable without further demand and may invoke the power of sale and my other remaines permitted by applicable law. Lender shall give written notice to Trustee of the occurrence of an event of default and further demand and may invoke the power of sale and my other remaines grained to the perfect of a cause the Property to be sold. Trustee of the occurrence of the occurrence of the such as a cause of t

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 Daed 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's obligation to pay the sums secured by this Deed of Trust and lie obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rentst Appointment of Receiver, Lender' in Possession. As additional security hereunder, Borrower hereof or abandonment of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property and to collect the order 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 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. Foture 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 accurred by this Deed of Trust when evidenced by promissory notes stating that said notes are secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured by this Deed of Trust to Trustee to Borrower, when the property and shall surrender this Deed of Trust and all nones evidencing undebtedness secured by this Deed of Trust to Trustee appointed hereing th IN WITNESS WHEREOF, Borrower has executed this Deed of Trust. Borrower -Borrowe STATE OF WASHINGTON, County ss; On this 27 day of NOVEMBER , 19.78 , before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID J. LAPIERRE AND EDNA A. LAPIERRE to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that istrument, and acknowledged to me that THEY signed and scaled the free and voluntary act and deed, for the uses and purposes therein mentioned. said instrument as WITNESS my hand and official seal affixed the lay and year in this certificate above written My Commission expires: July 15, 1981 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. (Space Below This Line Reserved For Lender and Recorder) 87676 COUNTY OF SKAMANIA HERDBY CERTIFY THAT THE WITH INSTRUMENT OF WINTING, PILED BY REGISTERED INDEXED: DIR AUUITUR 11:45AM 71514 INDIRECTI WAS RECORDED IN BOOK. RECORDED: Y :OMPARED , of Brandina County, Wash

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COUNTY AUDITOR