

88273

DEED OF TRUST

BOOK 56 PAGE 226

THIS DEED OF TRUST is made this 29th day of March, 1979

by and among the Grantor, **ROBERT B. LEITHEISER AND TERESA G. LEITHEISER, 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 13 OF SKAALHEIM TRACTS ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AT PAGE 143 OF BOOK A OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Witness my hand and seal of office this 29th day of March, 1979, at Stevenson, Oregon.

[Signature]
 Notary Public
 Stevenson, Oregon

From title with all the improvements now or hereafter created on the property, and all easements, rights, appurtenances, rights incident thereto, to the rights and authority given herein to Lender to collect and apply such money, together therewith, on and for the rights and profits, water, water rights, and water, and all fixtures now or hereafter attached to the property, all of which, including encumbrances and additional taxes, 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 and the hereunder state if this Deed of Trust is, in a household, are herein referred to as the "Property".

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated March 29, 1979 (the said "Note") in the principal sum of FOURTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100***** (48,500.00) 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 the 15th of each month beginning Sept 15, 1979 by 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, until 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 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 accounts 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 law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, 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.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to 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 notice is mailed 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 any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise disposed of, Lender shall apply, no later than immediately prior to the sale of the Property or its disposition by Lender, the Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note and then to interest and principal on any Future Advances.

4. Charges, Liens. Borrower shall pay all taxes, assessments and other charges, fines and penalties attributable to the Property which may attain a priority over this Deed of Trust, and late charges and payments of personal debts, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, Borrower may, at any time, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust, except that, if Borrower shall not be required to discharge any such lien so long as Borrower is not in default of the Note, the payment of the obligation secured by such lien in a manner acceptable to Lender, or the deposit of the amount of such obligation in a trust account established by legal proceedings which operate to prevent the enforcement of the lien, enforcement of the Property of one party thereof.

5. Hazard Insurance. Borrower shall keep the Property insured against loss or damage by fire and other hazards insured against loss by fire, hazards included within the policy, including coverage for such other hazards as Lender may require and in such amounts and for such periods as Lender may require, and shall pay the cost of such insurance. If the amount of such coverage exceed the amount of coverage required by this Deed of Trust, the amount of such coverage in excess of the amount of such coverage provided by the insurance carrier shall not be unreasonably reduced, and the amount of such coverage provided under paragraph 2 hereof or other payments made by Borrower making payment of such sums to the insurance carrier.

The insurance carrier providing the insurance shall be approved by Lender, provided that such approval shall not be unreasonably withheld, and no amount of insurance proceeds shall be paid, and the amount provided under paragraph 2 hereof or other payments made by Borrower making payment of such sums to the insurance carrier.

All insurance policies and renewals hereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Borrower shall have the right to file the policy and verify the amount thereof, and Borrower shall promptly furnish to Lender all notices of renewal and all receipts and proceeds. In the event of loss, Borrower shall give prompt notice of the loss to the insurer and Lender. Lender may inspect the proof of loss and make payment by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied in satisfaction in part of the Property damaged, provided such loss, damage or repair is economically feasible and the amount of such proceeds under this Deed of Trust is not thereby impaired. If the restoration or repair is not economically feasible, or if the proceeds under this Deed of Trust would be impaired, the insurance proceeds shall be applied in the same manner as provided by this Deed of Trust, which proceeds, if any, paid to Borrower. If the Property is condemned by Borrower or otherwise, such proceeds shall be required to be paid within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle claims for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option, either for restoration or repair of the Property or for the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such proceeds not so received or principal shall not extend or prepay the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Under paragraph 18 hereof the Property is secured by Lender, all right, title and interest of Borrower in and to the Property, its appurtenances and of and in the proceeds thereof resulting from damage to the Property prior to the sale or acquisition thereof to Lender in the event of the loss secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property. **Condominiums, Condominiums, Planned Unit Developments.** Borrower shall keep the Property in good repair and shall be responsible for period maintenance or deterioration of the Property, and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constitution documents. If a condominium or planned unit development is created by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the order were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees 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 to maintain such 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 it, 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 of 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 shall not be used to interpret or define the provisions hereof.

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

15. Uniform Deed of Trust Governing Law; Severability. This form of deed of trust conforms with the provisions of the Uniform National Uniform Consumer Consents with Limited Liability Act, and is intended 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 is held to be invalid, unenforceable or against public policy, such clause shall not affect other provisions of this Deed of Trust, and the portions of this Deed of Trust which contain such provisions shall survive, and to this end the provisions of this Deed of Trust and the notes secured hereby are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished with one original copy of the Note and of this Deed of Trust at the time of execution or after registration hereof.

17. Transfer of the Property; Assumption. If at any time prior to the sale of the Property or an interest therein in this Deed of Trust, the title to the Property or an interest therein is transferred to a third party, the transferee shall be deemed to have assumed the obligations of Borrower under this Deed of Trust. If the transferee of a portion of the Property is a trust, the transferee shall be deemed to have assumed the obligations of Borrower under this Deed of Trust. If the transferee of a portion of the Property is a partnership, the transferee shall be deemed to have assumed the obligations of Borrower under this Deed of Trust. If the transferee of a portion of the Property is a corporation, the transferee shall be deemed to have assumed the obligations of Borrower under this Deed of Trust. If the transferee of a portion of the Property is a limited liability company, the transferee shall be deemed to have assumed the obligations of Borrower under this Deed of Trust. If the transferee of a portion of the Property is a partnership, the transferee shall be deemed to have assumed the obligations of Borrower under this Deed of Trust. If the transferee of a portion of the Property is a corporation, the transferee shall be deemed to have assumed the obligations of Borrower under this Deed of Trust. If the transferee of a portion of the Property is a limited liability company, the transferee shall be deemed to have assumed the obligations of Borrower under this Deed of Trust.

If Lender is required to accelerate the sums secured by this Deed of Trust, Lender shall give written notice to Borrower in accordance with paragraph 18 hereof. If Lender is required to accelerate the sums secured by this Deed of Trust, Lender shall give written notice to Borrower in accordance with paragraph 18 hereof. If Borrower fails to pay such sums when due, Lender shall be deemed to have exercised its right to accelerate the sums secured by this Deed of Trust, and Lender shall be deemed to have exercised its right to accelerate the sums secured by this Deed of Trust.

New Entries, Assignments, Successors and Lender and Borrower consent 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 other persons specified 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 reinstatement 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. 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 designer 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 thereto, or the clerk of the superior court of the county in 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 then 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 B. Leitheiser
ROBERT B. LEITHEISER Borrower
Teresa G. Leitheiser
TERESA G. LEITHEISER Borrower

STATE OF WASHINGTON, SKAMANIA County ss:

On this .. 29th .. 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 B. LEITHEISER AND TERESA G. LEITHEISER, husband and wife, to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that they .. signed and sealed the said instrument as .. their .. 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

Ronald L. Johnson
Notary Public in and for the State of Washington, commission expires October 25, 1982

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 ..

88375

(Space below This Line Reserved For Lender and Recorder)

RECORDED
INDEXED
FILED
COLSKANIAN
MAILED

STATE OF WASHINGTON
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR INSTRUMENTS FILED BY ..
Arthur J. Little
OF ..
AT .. April 2, 1979
CASE NUMBER IN BOOK .. 56
OF .. 226-29
RECORDS OF ..
A.P. Todd
COUNTY CLERK
BY ..
B. Salovek