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BOOK 52 PAGE 573



DEED OF TRUST

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Mail

Name WEYERHAEUSER PULP EMPLOYEES FEDERAL CREDIT UNION

Address 3325 WASHINGTON WAY

City and State LONGVIEW, WASHINGTON 98632

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THIS DEED OF TRUST IS HEREBY RESERVED FOR RECORDER'S USE.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WHICH IS FILED BY the County of Skamania OF Washington AT 1:30 P.M. July 16, 1979 WAS RECEIVED IN BOOK 50 OF My RECORDS OF SKAMANIA COUNTY, WASH. BY 1001 odds COUNTY AUDITOR

DEED OF TRUST

SK11557  
9-5-16-AD-1300

THIS DEED OF TRUST, made this 20th day of JUNE, 19 79, between RICHARD REED AND KAREN REED, HUSBAND AND WIFE Grantor, whose address is 3325 WASHINGTON WAY, LONGVIEW, WASHINGTON 98632 and SAFECO Title Insurance Company, a California Corporation Trustee, whose address is 2615 4th Avenue, Seattle, Washington 98125, and WEYERHAEUSER PULP EMPLOYEES FEDERAL CREDIT UNION Beneficiary, whose address is 3325 WASHINGTON WAY, LONGVIEW, WASHINGTON 98632

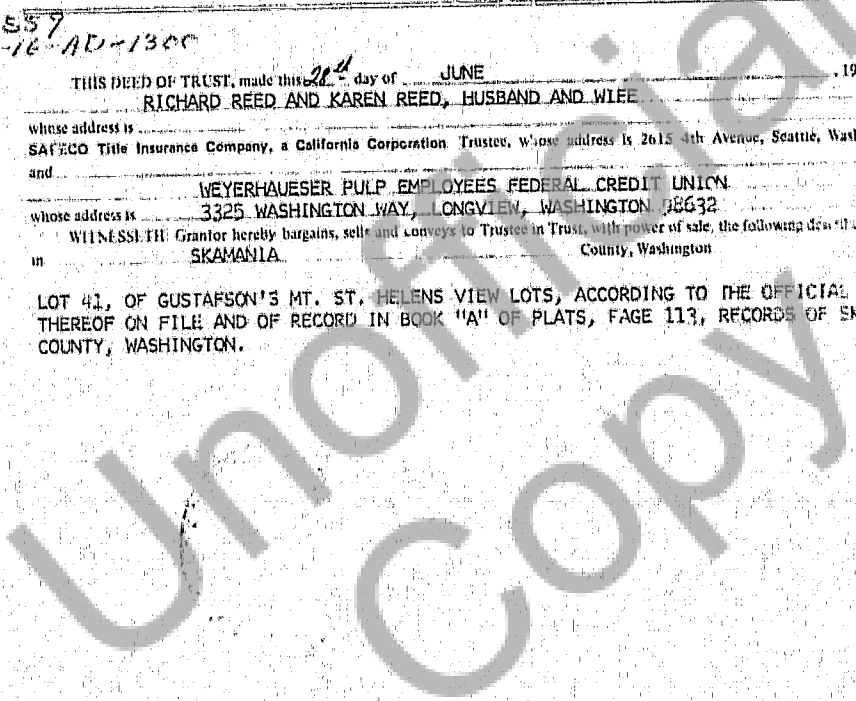
WITNESSETH Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in SKAMANIA County, Washington

LOT 41, OF GUSTAFSON'S MT. ST. HELENS VIEW LOTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN BOOK "A" OF PLATS, PAGE 113, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Twenty Five Thousand Six Hundred Sixty Five Dollars (\$25,665.50) with interest, in accordance with the terms of a promissory note of even date hereunto, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

- To protect the security of this Deed of Trust, Grantor covenants and agrees:
1. To keep the property in good condition and repair, to permit no waste thereof, to complete any building, structure or improvement here built or about to be built thereon, to restore promptly any building, structure or improvement thereon which may be damaged or destroyed, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
  2. To pay before delinquent all lawful taxes and assessments upon the property, to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
  3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured, in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
  4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
  5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
  6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.





IT IS MUTUALLY AGREED THAT

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Trustee and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property in accordance with the Deed of Trust Act of the State of Washington, (as amended), at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited then clerk's filing box with the clerk of the superior court of the county in which sale takes place.

5. Trustee shall deliver to the purchaser at the sale or deed, without warranty, which shall convey to the purchaser the interest in the property which grantor had or had the decedent or owner at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale is conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and compliance with the intent of the parties to this deed, and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington shall not be subject to challenge. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor Trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the appointed Trustee shall be deemed with all powers of the original Trustee. The Trustee is not obligated to notify any party beneficiary hereunder under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary deal as a party unless it is a party to such proceeding brought by the Trustee.

8. This Deed of Trust applies to, merges to, and is binding not only on the parties hereto, but also on their heirs, assigns, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and assigns of the note secured hereby, whether or not named as Beneficiary herein.

RICHARD REED

KAREN REED

STATE OF WASHINGTON  
COUNTY OF COWLITZ

On this day personally appeared before me  
RICHARD REED AND KAREN REED  
to me known to be the individuals named herein  
who executed the within and foregoing instrument  
and acknowledge that THEY are the  
name of THEIR heirs and assigns, act  
and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this  
18th day of May 1989  
Kay Howard  
Notary Public for the State of Washington  
residing at LONGVIEW

REQUEST FOR FULL RECONVEYANCE  
Do not record. To be used only when note has been paid

TO TRUSTEE  
The undersigned is the legal owner and holder of the note and of other indebtedness secured by the within Deed of Trust. Said note together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed on payment to you of any sum owing to you under the terms of said Deed of Trust, to cancel said note above mentioned and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_ 19\_\_

Mail reconveyance to \_\_\_\_\_