MOOR 56 PAGE 664

89290

15k-11582

DEED OF TRUST

3 10-00-100 WOR

| | THIS DEED OR TRUST is made this 134h |
|----|---|
| | 1979, among the Grantor, STEVE L. LEEK AND DARLENE Mr. LEEK, hysband, and wife |
| | |
| | TransAmerica Title Company (herein "Trustee"), and the Beneficiary, Receivew Savings Association, a corporation organize |
| ì. | and existing under the laws of Washington, whose address is 700 N. E. Fourth Avenue, Camas, Washington 98607 (hereintender"). |

THE WEST 195 FEET OF THE NORTH 450 FEET OF THE FOLLOWING DESCRIBED PROPERTY;

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 543 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE W.M.; THENCE SOUTH 89° 10' 03" EAST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, 439.97 FEET; THENCE SOUTH 01° 11' 42" WEST PARALLEL TO THE SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, 288.92 FEET; THENCE NORTH 89° 10' 03" WEST PARALLEL TO THE SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTH 270.96 FEET OF THE SAID QUARTER OF THE 270.96 FEET OF THE SAID SOUTHEAST QUARTER OF THE 270.96 FEET OF THE SAID SOUTHEAST QUARTER 05 THE NORTHEAST QUARTER OF THE SOUTH LINE OF THE SOUTH LINE OF THE SAID NORTHEAST QUARTER 05.61 KEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER 05.50 KEET TO THE WEST LINE OF THE SAID CAST PARALLEL TO DESTRUCE NORTH 01° 08' 57" EAST ALONG THE WEST LINE OF THE SAID CAST PARALLEL TO A POINT 999.02 FEET FROM THE SOUTHWEST QUARTER OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22; TERNCE SOUTH 69° 10' 03" EAST PARALLEL TO THE NORTHEAST QUARTER OF SECTION 22; TERNCE SOUTH 69° 10' 03" EAST PARALLEL OF THE NORTHEAST QUARTER OF SECTION 22; THENCE SOUTH 69° 10' 03" EAST PARALLEL OF THE NORTHEAST QUARTER OF SECTION 22; THENCE SOUTH 69° 10' 03" EAST PARALLEL OF THE SOUTHWEST QUARTER OF SECTION 22; THENCE SOUTH 69° 10' 03" EAST PARALLEL OF THE SOUTHWEST QUARTER OF SECTION 22; THENCE SOUTH 69° 10' 03" EAST PARALLEL OF THE SOUTHWEST QUARTER OF SECTION 22; THENCE SOUTH 69° 10' 03" EAST PARALLEL CONTROL CONTROL

| The state of the s | (3000 L | Carmon P | | | Under | | | |
|--|----------------|----------|-----|-------|--------|------|--------|------------|
| | - Alliandia be | | (8) | rentt | ,unner | maca | (Cily) | ,• •, ; |

Washington, 98651 (herein "Property Address");
(State and Zu Gold)

Toouther with all the improvements now or hereafter creeked on the property, and all easily ents, rights, apparticulates, tents (subject however to the rights and authorities given herein to Lender to collect and apply such rests), royalties; mineral, oil and gas rights and profits, water, water rights, and water stock, and all finitures now or hereafter attached to the property, all of which, including replacements and additions then to, 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 (overed by this Deed of Trust is on a leasehold) are barein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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, casements 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-FHMA/FHLMC UNIFORM INSTRUMENT

Limpone Covenants. Borrower and Lender govenant and agree as follows:

1. Payletin of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the distributiones 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. Fasch for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Leider of the day monthly installments of principal and interest are grayable under the Note, until the Note is not in trull, a sum foreits. Fanction of the property is any plate under the Note, until the Note is not in trull, a sum foreits. Fanction of the property is any plate under the Note, until the Note is not in trull, a sum foreits. Fanction of the property is any plate under the Very plate under the Note, until the Note is not in trull, a sum foreits of the Note and the Not

insurance canter.
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 fornish to Lender all renew it notices and all receipts of paid premium. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make groof of less it not made promptly by Borrower.

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make error of less it not made promptly by Borrower.

Unless Lender and Borrower Pricarwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is or economically feasible or if the recurry of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the same secured by this Deed of Trust, with the excess, it any paid to horrower, if the Property is abundanced by Borrower, or I horrower alls to respond to Lender within 30 days from the date notice Isramilled by Lender to Borrower or I florrower alls to respond to Lender within 30 days from the date notice Isramilled by Lender to Borrower are the material earner offers to settle a claim fer insurance banells. Lender 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 chierwise agree in writing, any such application of proceeds to principal shall not extend on postpone the due date of the monthly installments referred to in paragraphs I 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 thereof resulting from damage to the Property prior to the sate or acquisition shall pass to Lender to the extent of the unsured by this Deed of Trust immediately prior to such sale or acquisition.

nequilition.

(i) Preservation and Maintenance of Property; Leaseholds; Condominiums; 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 leasehold. If this Deed of Trust is on a thit 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 condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider 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, entirent domain, insolvency, code enforcement, or arrangements or proceedings inviving a bankrupt or decederal, then 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 insarrance as a condition of making the ican secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement are 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 or 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 from the date of disbursement at the rate payable from time to time or outstanding principal under the Note unless payment of interest any action hereunder.

8. Inspections, Lender may make or cause to be made reasonable entries

9. Crast wastien. The proceeds of advanced or claim for damages, direct or consequential, in connection with any condomination of the Property or part hereof, or for conveyance in less of condomination, are hereby assigned and shall be paid to Leider.

In the youn of a tital taking of the Property, the proceeds shall be applied if the hums secured by this Dred of Trust, with the excess, if a try paid to Borrower. In the event of a partial taking of the Property, these Borrower and Lender otherwise agree, in writing, there shall be applied to the sums secured by this Dred of Trust such proportion of the proceeds as is equal to that inhiprortion which the amount of the sums secured by this Dred of Trust such proportion of the proceeds as is equal to that inhiprortion which the amount of the sums secured by this Dred of Trust numberately prior to the date; in the property is abandoned by Borrower, or if, after notine by Lunder to Be prover that the condemnor offers to make an award or sattle a claim for damages, Borrower fails to respond to Lender's option of their the day such notice is randled, lender is autifultivel to collect and apply the proceeds, at Lender's option of their to restoration or repair of the Property or to the sunis tentred by this Deed of Trust.

Unless Leader and Borrower otherwise agree in writing, any such uncleasing the to restoration or repair of the protector of the property or to the sunis tentred by this Deed of Trust.

10. Serrower Not Released. Extension of the time for payment of another shall not operate to reliase, in any unanner, the liability of the original Borrower and Borrower and Borrower in Interest. Lender shall not operate to reliase, in any unanner, the liability of the original Borrower and Borrower in interest.

11. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercisin

12. Remedies Cimulative. Al remedies provided in this Deet of Trust are distinct aid cumulative at my other right for remedy under this Deed of Trust or afforded by law on equity, and may be have been commended. The coverage of the provisions of the party of the provisions of principles of the provisions of principles. The coverage of the provisions of principles and the rights incrementer shall incre to, the respective successors and assigns of Lendon, and the rights incrementer shall incre to the provisions of principles and the rights incrementer shall incre to the provisions of principles and the respective successors and assigns of Lendon, and several. The captions and headings of the prographs of this Deed of first principles and provisions of principles to the provisions of principles to the provisions of the provisions between the provisions of the provisions between the provisions between the provisions between the provisions between the property Address or at such other indicates and provisions of the principles are provided for in this Deed of Trust shall be given by mailing such notice by certified mall, return receipl requested. On Lendor's address and farging in the property Address as a Lendor right designate by notice to Lendor's address and farging in the continuous provision of the principle mall return the property of the maintenance of the provision of the property and the provision of the property designate by notice to Lendor's address and farging in the continuous provision of the property designate by notice to Lendor's address and farging in the property of the property is to eated in the property of the property of the property of the prope

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

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

13. Acceleration; Remedies, Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Beed of Trust, including the covenants to may when due say sumt secured by this Deed ef Trust, Lender prior to acceleration shall give notice in the manner presents. In your pulcable law to Borrower and so the other persons prescribed by applicable law when given the coverants to may when due say sumt secured by this Deed of Trust Lender prior to accelerations shall give notice in the manner presents. In your pulcable law to Borrower and so the other persons prescribed by applicable law specifying (1) the breasting (2) the artion required to cure such breach (3) a done, not less than 3D days from the date the notice is mulled to Borrower, by which such breach mass be curred and (4) that failure to cure such breach on or before the date specified to the notice may result in acceleration of the sums secured by this Deed to be included in such notice by upplicable automate a acceleration, (ii) the right to bring a court action it aspect the nonexistence of a default or any other defense of Borzower to acceleration, (ii) the right to bring a court action it aspect the nonexistence of a default or any other defense at Borzower to acceleration, (ii) the right to reliable to the included in such notice by upplicable awa. If the breach is not cured on or before the date specifify in any applies trithout forther demand and may declare all of the sums secured by this breed of the sum existing the same law and the cured in a secure of the accurrence of an event of the fail to entitled to collect all reasonable costs and expenses incidered in purior the remaining the remedies provided in the paragraph 18, heritading, but not finited to, reasonable attention of the indice to Trustee of the accurrence of an event of used and aball give such notices to Borrower and to the regions as a publicant of the su

including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably acquire to assure that the lien of this Doed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums scurred by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and tile obligations seekersal fusing shall remain in full force and effect and in one onceleration had occurred.

24. Assignment of Reads; Appointment of Receives Lender la Possission. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Eurrower shall, prior to 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 by the Property, including those past due. All rents collected by Lander 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 than to the sums secured by this Deed of Trust. Lender and the receiver shall be accorded by the property and to collect the collection of the property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be accided by this Deed of Trust when evidenced by promissory notes stating that and totes are secured hereby.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust to Trustee appoint a surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee appoint a surrender this Deed of Trust and will notes evidencing indebtedness accured by this Deed of Trust to any Trustee appoint a property without warmany and without charge to the person or persons legally entitled thereio. Such person -Anzenwa £ 0 F Skimania County ss: STATE OF WASHINGTON, ... 19 79 ., before me the undersigned, a Nothry Public in and to me known to be the individual(s) described .Darlans M. Lwwk, husband and wife in and who executed the foregoing instrument, and acknowledged to me that they signed and scaled the said instrument as ... trair free and veluntary act and deed, for the uses and purposes therein mentioned. Wirness my hand and official seal affixed the day and year in this certificate above written. My Commission expires: Cal 25,1982 Notary Public in and for Ine Ctale of Washington residing at STEUENSON REQUEST FOR RECONVEYANCE To TRUSTRE 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 war, anty, all the

estate now held by you under this Deed of Trust to the person of persons legally entitled thereto.

Date: .

89290

(Space Below This Line Reserved for Lender and Recorder)

COUNTY OF WASHINGTON NOS I HERENT CHRIST THAT THE WITHIN

RUCORIED IN ROCK AT PARMIL CIC isconne de examinea county, viabh

REGISTERE INDEXEM RECORDING OOMPARKE.