

DEED of TRUST  
Home Improvement Dealer Origination  
(Washington)

30-13279  
SK

Loan No. \_\_\_\_\_

This Deed of Trust, made this 28<sup>th</sup> day of June, 1979, between the Buyer(s) David M. Connally and Jeannette Connally, as Grantor, whose address is M.P. 10,046 Alpine Lane, Carson, Washington and Irwin G. Landerholm, whose address is 915 Broadway, Vancouver, Washington 98660, as Trustee, and the Dealer Henderson & Daughter Inc., as Beneficiary, whose address is 2725 N. Hayden Island Drive, Portland, Oregon 97217

## WITNESSETH

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Skamania County, Washington, described as:

lot 23 of Carson Valley Park according to the official plat thereof on file and of record at page 148 of Book A. of Plats, Records of Skamania County, Washington.

which real property is not used principally for agricultural or farming purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of that certain Home Improvement Retail Installment Contract dated June 28<sup>th</sup>, 1979, with a total Deferred Payment Price of \$ 2,346.60, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable July 25<sup>th</sup>, 1984.

To protect the security of this Deed of Trust, grantor agrees:

To pay all costs, fees and expenses of this trust including the cost of title search as well as other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred. Grantor further agrees to pay all costs, and fees, including reasonable attorney's fees to be fixed by the court in the event this Deed of Trust is foreclosed as a mortgage.

It is mutually agreed that:

- 1) Trustee may reconvey, with warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$10.00.
- 2) Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the trustee may either foreclose this Deed of Trust by advertisement and sale in the manner provided for by Washington law or as a mortgage in a court of equity.
- 3) Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.
- 4) This Deed of Trust may be assigned by beneficiary without the consent or notice to grantor.

IN WITNESS WHEREOF, said grantor has hereunto set his hand on the day and year first above written.

Attesting Witness

Buyers

David M. Connally  
State of Washington  
County of Skamania SS.

Buyer David M. Connally  
Buyer Jeannette Connally

On this day of April 17, 1977, before me personally appeared the attesting witness, who being by me duly sworn, deposed and said that he resides in multnomah County, State of Ore.; that he was present and saw the signer(s) of the foregoing instrument as party(ies) thereto, sign and deliver the same, and they acknowledge the same to be the free act and deed of each and that he, the deponent, thereupon signed his name as subscribing witness thereto at the request of said signer(s).

(SEAL)

Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## ASSIGNMENT OF DEED OF TRUST BY BENEFICIARY

FOR VALUE RECEIVED, the undersigned beneficiary does grant, bargain, sell, assign, transfer and set over to FAR WEST FEDERAL SAVINGS AND LOAN ASSOCIATION, the Deed of Trust set forth on the reverse hereof together with the Home Improvement Retail Installment Contract therein described and all moneys and obligations therein described or referred to, with the interest, and all rights and benefits whatsoever accrued or to accrue under said Instruments.

The assignor covenants that it is lawful owner and holder of the said Deed of Trust and Home Improvement Retail Installment Contract, and that it has good right to sell, transfer and assign the same as aforesaid, and that there is now due and owing upon the said Home Improvement Retail Installment Contract the sum of 1757.<sup>00</sup> Dollars, plus interest.

Dealer Mrs. M. M. & Daughter

By Dorothy M. M.  
(Authorized Signature)

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_

19771977

Personally appeared the above named \_\_\_\_\_

Personally appeared \_\_\_\_\_  
who being duly sworn, did say that he is the \_\_\_\_\_  
and \_\_\_\_\_  
who being duly sworn, did say  
that he is the \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ and acknowledged

the foregoing instrument to be \_\_\_\_\_

\_\_\_\_\_ voluntary act and deed.

\_\_\_\_\_ a corporation, and  
that said instrument was signed on behalf of  
said corporation by authority of its Board  
of Directors; and they acknowledged said  
instrument to be the free act and deed of  
said corporation.

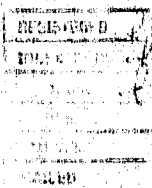
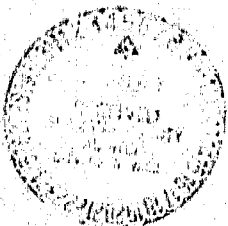
Before me:

Before me:

(SEAL) Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(SEAL) Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

89353



After Recording Return To  
FAR WEST FEDERAL SAVINGS  
\* 421 S.W. Sixth Ave.

\* Portland, Oregon 97204

NOTARY PUBLIC  
COUNTY OF CLATSOP

I HEREBY CERTIFY THAT THE WITHIN

ASSIGNMENT OF DEED OF TRUST

WAS SIGNED BY THE PARTIES

AND THAT THEY ARE FULLY

ADVERSELY AFFECTED BY THE

SAME AND THAT THEY ARE

WAS RECORDED IN CLATSOP

COUNTY, OREGON, THIS

17TH DAY OF APRIL, 1977

AT PORTLAND, OREGON

NOTARY PUBLIC

DOROTHY M. M.

