

SK 11503
J-5-15-A-701

BOOK 56 PAGE 732
DEED OF TRUST

89541

THIS DEED OF TRUST is made this 14th day of September 1979, among the Grantor, DOUGLAS O. Whitlock (herein "Borrower"), Charles Gallup (herein "Trustee"), and the Beneficiary, Northwest National Bank a corporation organized and existing under the laws of Washington whose address is 1607 Main St. (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 3 of Whispering Hills River Estates, according to the official plat thereof, on file and or record at page 130 of book A of plats, records of Skamania County, Washington.



which has the address of (Street) Vashon Island (City)
Washington (herein "Property Address")
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property".

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated Sept. 14, 1979, (herein "Note"), in the principal sum of, Forty, 40, thousand, eight hundred and no/100 *** * * * 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 Sept. 15, 1980; 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 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 disclaimers, 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—G/F—FNMA/FHLMC UNIFORM INSTRUMENT
NNNB FORM LA7R 11-77

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 (herein "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 Fund, 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 acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any 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 assessments 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, rates and imposts, or attorney fees, attributable to the Property which may attain a priority over this Deed of Trust, and lessor and greater or ground rent, if any, in the manner provided under paragraph 2 hereof, or, if not paid in such manner, Borrower may make payment 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 receipt evidencing such payment. Borrower shall promptly discharge any lien which has priority over this Deed of Trust, provided that Borrower shall not be required to discharge any such lien as long as Borrower shall make arrangements to the payment of the amounts secured by such lien in a manner acceptable to Lender or shall so good title thereto as to satisfy all legal requirements of such legal proceedings which operate to prevent the enforcement of the lien in favor of the holder of the Priority, or any such other.

5. Hazard Insurance. Borrower shall keep the improvements necessary to insure the Property against loss by fire. Hazards included within the term "extended coverage" includes other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided, that Lender shall have recourse to the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof, except paid in such manner by Borrower making payment to the insurance carrier.

All insurance policy and renewal thereof shall be in form acceptable to Lender, and shall include a clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the Policy and cancel the Policy and Borrower shall promptly furnish to Lender all copies of copies and all records used to make up the original copy. Borrower shall give prompt notice to Lender of any change in the Policy and Lender. Lender may make provision for the protection of the Property by Borrower.

Unless Lender and Borrower otherwise agree in writing, in the event of damage to the Property, or to any part thereof, resulting from any cause, including but not limited to acts of God, fire, explosion, or other causes, not thereby caused, and Borrower remains liable for the same, Lender may, in his sole discretion, impose the amount of such damage, less the amount of insurance available to Borrower, by this Deed of Trust, or in the excess of any such amount, upon Borrower, and Borrower shall be responsible for repairing the same within 30 days from the date of notice to Borrower, or, if such damage is manifestly undue to Borrower, that the insurance carrier is authorized to estimate and apply the amount of damages to Lender, and Lender may make provision for the restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, and such appraisals or proceeds to principal shall not exceed or postdate the due date of the monthly installments referred to in paragraphs 1 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 the insurance policies and in and to the proceeds thereof, arising from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sum required by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leases; Condominium; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or injure, deteriorate or damage the Property. I 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, all expenses Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent 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 rules shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the same 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, insolvency, code enforcement, or arrangements or proceedings involving 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 amount 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 damage, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or (c) cause 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, if 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 sum 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.

10. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the consumer debts are in arrears for a period of one year from the date of the original note, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender may, at Lender's option, either to repossess or retain all the Property or the amount specified by the Deed of Trust.

Property or to the sum secured by this Note, as follows:

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 of any installment of amortization of the Notes or by this Deed of Trust granted by Lender to any successor or interest of Borrower shall not operate to release, in any way, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor as a basis to require him to pay part or all of any such amount so amortized by this Deed of Trust by reason of any demand made on the original Borrower and Borrower's successors in interest.

11. Protection by Lender Not a Waiver. Any nonpayment by Lender or defaulting and failure to comply otherwise afforded by applicable law shall not be a waiver of the protection of this provision.

12. Remedies Cumulative. All remedies described in this Document are distinct and cumulative, and may be exercised separately or remedy under this Document or otherwise, as far as practicable, and may be exercised simultaneously.

successively.

13. Successors and Assigns; Joint and Several Liability; Capsules. The joint and several liability contained shall bind and the right hereunder shall inure to the successors, executors and administrators of the parties hereto, and the parties hereto shall be entitled to be substituted as parties to this Agreement in accordance with the provisions of paragraph 12 above. Any assignment of this Agreement by either party hereto shall be subject to the prior written consent of the other party.

The captions and headings of the paragraphs in this Document shall not affect their meaning.

interpret or define the provisions hereof.

14. Notice. Except for any notice otherwise required under applicable law, notices to the Company or the Borrower provided for in this Deed shall be given by delivery to the address of the Company or the Borrower set forth in the Property Address or at such other address as the Company or the Borrower shall advise the Lender in writing from time to time. Any notice to the Lender shall be given by registered mail, return receipt requested.

18. Uniform Deed of Trust; Governing Law, Section 1.

personal use and for other legitimate requirements of the family. The wife may also have the right to receive a portion of the property left by her husband, if he died without leaving a will.

16. Borrower's Copy. Borrower shall not make any photocopy or other reproduction hereof.

17. Transfer of the Property: Assumption. The Borrower shall not transfer or convey the Property to any third party without the prior written consent of the Lender.

the first time in history that the United States has been involved in a war of aggression against another country.

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¹⁸ See, *University of Wisconsin v. Board of Regents*, 403 U.S. 191, 200 (1971) (quoting *Illinois Department of Employment Security v. EEOC*, 407 U.S. 576, 583 (1972)).

THE PRACTICAL USE OF THE STERILE FIELD IN SURGICAL OPERATIONS

further inform Borrower of the need for prompt payment of all amounts due under this Note and for the payment of all expenses of a default or acceleration, including attorney's fees, acceleration and interest and any other costs and expenses required to be included in amounts due. At the request of and subject to the terms of this Note, Lender may, at its option, cause a copy of Lender's notice from time to time of all amounts accrued by the Note to be delivered to Borrower. Lender at Lender's expense may collect all of the amounts accrued by the Note and may employ reasonable methods payable without further demand and notice, and the costs and expenses incurred in pursuing the remedies provided in Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in

paragraph 16, including any non-bidding provision, unless otherwise provided.

If Lender incites the notice of sale, Lender shall cause the trustee to receive the proceeds of the sale in accordance with the default and if Lender's option to cause the proceeds to be held, retained and Lender shall cause the trustee to receive the same in default of sale and shall give such notices to Purchaser and to other persons or entities who have rights against the trustee. After the time of sale and until paid over to the trustee, the trustee may collect interest on the amount of the sale at the rate of six percent per annum for the time as may be so used in applicable law and after payment of all the expenses of sale. If a sale is made, the trustee shall sell the Property at public auction to the highest bidder of the three bid price and under the terms, in the manner and by the method as persons and not exceeding a total of At least the public announcement of the time and place shall

19. Borrower's Right to Reinstate. Notwithstanding Lender's exercise of any rights or remedies under this Section, Borrower shall have the right to reinstate the principal balance of the Promissory Note and all accrued interest prior to the earlier to occur of (i) the tenth day before next of the Payment Date or (ii) the payment of all amounts due under the Trust or in entry of a judgment siliterating this Deed of Trust to the Borrower from Lender and any such action taken under this Deed of Trust, the Note and Notes bearing Future Advances, if any, held by acceleration or otherwise under the Borrower's rights or measures of, all other covenants or agreements of Borrower contained in this Deed of Trust, the Borrower may, at reasonable expense, pay to Lender one (1) thousand dollars (\$1,000.00) and any additional amount necessary to cause the principal balance of the Promissory Note and all accrued interest to be paid in full, and Lender shall release the property described in the Deed of Trust and in entering Lender's records 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 aware that the title 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 unexpired. 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 fee, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum, 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 recovery year 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 release the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by it. A 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 reconveyance, if any.

23. Substitute Trustee. In accordance with applicable law, I further agree from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without derogation of the Property, the successor trustee shall succeed to all the title, power and status conferred upon the Trustee herein and by applicable law.

24. Use of Property. The Property is not used, transparty for agricultural or farming purpose.

Is witness whereof, before me this 20th day of July,

《T&T》-2014年第1期

On this 14 day of April, 1973, before me the undersigned Notary Public, for the State of Washington, duly sworn, she was solemnly sworn to the truth of the foregoing instrument, and who executed the foregoing instrument, and who signed and sealed the same instrument.

www.gutenberg.org/cache/epub/1/pg1.html#Footnote_1

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The principal of the notes and interest on notes of bonds required by the Board of Directors of the Company with a balance due thereon carried by the Dear of Trust from the date of issue of the bonds so delivered to same and unto the date of payment of said bonds of Trust which are delivered to the trustee or trustees without written notice, all the state now held by him in the said Dear of Trust.

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¹ 例如，1996年1月1日，中国加入世界贸易组织时，美国参议院通过了《综合贸易与竞争法》，对中国的出口产品实行“双轨制”。

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John W. Miller

THE PRACTITIONER IN DYNASTY 11

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