BOOK 56 PAC

## B9652

## DEED OF TRUST

October 2nd THIS DEED OF TRUST is made this day of 19 . 79 ... among the Granton MICHAEL J. BARRINGTON AND STEPHANIE LYNN BARRINGTON TransAmerica Title Company (herein "Transce"), and the Beneficiary. Riversiew Savings Association, a corporation organised and existing under the laws of Washington, whose address is 700 N.F. Fourth Asenne, Canias, Washington 98007 therein "Lender").

BORROWER, in consideration of the ingenteeness herein teeted and the trust herein er ated, irrevocably graints and conveys to Trustee, in trust, with power of sale, the following described property located in the County of State of Washington:

LOT 14 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.



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Berrower engenist. that Borr and easily a state for by consessed and has the right to grant and consess the Property man to the transfer of and for Berrose, will warrant and defend generally the title to the Property against all turns and the first and for a most of all manues, ensured so restrictions listed in a selection of acceptions to covering in this is to covering policy country. I suffer contents in the Property.

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Universi Commants. Bertower and Linder covenant and aggree as follows:

Uniform Celemants. Bortower and Linder covenant and agree as follows:

1. Payment of Principal and Interest. Bortower shall pay shen due the principal of and interest on the universed to the Note, prepayment and line charges as provided in the Note, and the principal of and interest on any frature Advance by the Note, prepayment and line charges as provided in the Note, and the principal of and interest on any frature Advance by the Note, payed the Note and the Note is paid in tell, a sun therein "Funds") equal to one-twellth of the yearly traves and assessments which may attain priority over this payed of Trust, and ground rents on the Property, I any, plus one-twellth of yearly premium installment in the Property, I any, plus one-twellth of yearly premium installment in the property over this property in the payed of the property of the property, I and put one-twellth of yearly premium installment in the by Lender on the hasis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are mured or guarance and account instance premiums and ground rents. Lender the payed to the principal of the funds to pay as, taxes proconnections are greater to the funds of the payed account instance premiums and ground rents. Lender the payed to t

insurance carrier.

All insurance policies and renexals thereof shall be in form a ceptable to Lender and shall occude a standard and nearest in favor of and in form acceptable to Lender. Lender shall have the regit to helf the policie and renexals to feel, and Borrower shall promptly durnish to Lender all renewal notices and all recents of part promains. In the execute all some lander, Lender may make proof of less of not made promptly.

Borrower shall give prompt notice to the issurance earner and Linder. Lender that make proof of coord not made prompt by Berrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to resteration or repair is economically leaded by the recent of the Deed of Trust is not thereby impaired. If such restoration or repair is economically leaded by the economy of the Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums received by this Deed of Trust with the occase in any case to Borrower. If the Property is abandoned by Borrower, or if Borrower that to respond to Lender within 30 dates from the date notice is shalled by Lender to Borrower that the insurance source refers sentile a shall not insurance brunches. I make is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Properts 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 day date of the mouthly installments referred to in participality and 2 liceted or change the amount of such installments. If under participality and 2 liceted or change the amount of such installments. If under participality is and 2 liceted or change the amount of such installments. If under participality is and 2 liceted or change the amount of such installments. If under participality is and 2 liceted or change the amount of such installments. If under participality is and a liceted to If Broader in an an effect of If Broader in an effect of the proceeds thereof resulting from datange to the Property by an effect of the proceeds thereof resulting from datange to the Property is an effect of the such safe or acquisition.

6. Preservation and Maintenance of Property: Leaseholds: Contaminiums: Planned Unit Developments. Borrower shall keep the Property in good teplar and shall not committee a permit emplaturement of feteroration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a new order of the Deed of Trust is on a unit or a condominant of a planned unit development. Borrower shall perform all of Borrowers or logations and the declare in or covenants greating or governing the condominant or planned unit development, and constituents. It a seed-timinant or planned unit development and constituents. It a seed-timin may planned unit development index a sevential by Borrower and recorded to gether with this Deed of Trust as an appropriated into and shall amend and supplement the covenants and agreements or this Deed in Trust as if it is not a supplement to be over a standard of the Deed in Trust as if it is not a supplement to be over a supplement of the Deed in Trust as if it is not the properties of this Deed in Trust as if it is not a supplement the covenants and agreements or this Deed in Trust as if it is not a supplement the covenants and agreements or this Deed in Trust as if it is not a supplement to the development of the Deed in Trust as if it is not a supplement to the development of the Deed in Trust as if it is not a supplement to the Deed in Trust as if it is not a supplement to the Deed in Trust as if it is not a supplement to the Deed in Trust as if it is not a supplement to the Deed in Trust as if it is not a supplement to the Deed in Trust as if it is not a supplement to the Deed in Trust as if it is not a supplement to the Deed in Trust as if it is not a supplement to the Deed in Trust as if it is not a supplement to the Deed in Trust as if it is not a supplement to the Deed in Trust as if it is not a supplement to the Deed in Trust as it is not a supplement to the Deed in Trust as it is not a supplement to the Deed in Trust as it is not a supplement to the Deed in Trus

shall be mearporated into and shall amend and supplement the covenants and agreements or this Deed it Tray as a state were a part hereof.

7. Protection of Lender's Security. If Borrower tails to perform the covenants and agreements a minute of the Pe person and the Performance of the Performance

any action increment.

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.

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## DEED OF TRUST

THIS DEED OF TRUST is made this 2ndday of	ober
19 79 among the Grantor, MICHAEL J. BARRINGTON AND STEPHANIE	LYNN BARRINGTON
1	Therein "Rarrawe "
TransAmerica Title Company (herein "Trustee"), and the Beneficiary, Riverview Savings Associati	hat a composition organized
and existing under the laws of Washington, whose addless is 700 N. E. Fourth Avenue, Camas, "Lender").	Washington 98607 (herein

LOT 14 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.



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Borrower covenants that Borrower is lawfully size of of the estate hereby conveyed and his the right to grant and convey the Property, that the Property is uncummered, 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 informance policy insuring Lender's interest in the Property.

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UMFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Uniform Coverants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Dorrower shall prouptly pay when due the principal of and interest on any Future Advances secured by this Deed of Trust.

1. Coverage and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the or the principal of the principal and interest on any Future Advances secured by this Deed of Trust.

1. Coverage and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the or the principal of the principal and interest are payedie under the Note, until the Note is paid in future as unit the Principal and interest are payedie under the Note, until the Note is paid in future as unit the Principal and Interest on the principal of the Principal and Interest on Interest on Interest on the Principal and Interest on Interest on Interest on Interest on Interest

insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard morigage 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 furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly.

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of toss it the make property by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to resteration of repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Dead of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, pand to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from any date notice is malled by United to Borrower that the insurance carrier offers to settle a claim for matrance benefits, cender is authorized to collect 124.1 may the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by the Toed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the case date of the matrance proceeds in 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 any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

acquisition.

6. Preservation and Maintenance of Property: Leasanolds: Condominimus: Planned Unit Developments. Borrower shall keep the Property in good repair and shall not convert waste or permit impattment or deterioration of the Property and shall comply with the provisions of any lease if this Devel of Trust is on a leasehold. If this Development or 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, and constituent documents. If a condominium or planned unit development, and constituent documents. If a condominium or planned unit development, and constituent documents. If a condominium or planned unit development shall be incorporated in a and shall amend and supplement the covenants and agreements of such rider shall be incorporated in a and shall amend and supplement the covenants and agreements of this David of Trust as if the rider were a part hereof.

shall be incorporated in and shall amend and supplement the roverants and agreements of this face of trust as it me rover agree are thereof.

7. Protection of Lender's Security. If Borrower fails to perform the coverants and agreements contained in this face of Trust, or if any action or proceeding is commenced which relaterally affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such reatonable attorney's fees and entry upon the Property to make repails. It lender required mortage involvance as condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to reaintain such insurance as effect until such time as the requiremen. For such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable faw. Borrower shall pay the amount of ull mortage insurance premiums in the manner provided under paragraph? Lender pursuant to this patagraph? A with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust, United Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower and Lender agree to other terms of payment, such and of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest rate would be contrary to applicable law, in which event such amounts shall bear interest from the date of disbursement at the rate payable trom time to time on outstanding principal under the Note unless payment of interest and 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? I shall guite Lender to incur any expense or take any action hereumer.

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 port 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 florrower 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 this 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.
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paid to Borrower.

If the Prope y is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or sail a claim for damages, Borrower fails to respond to Lender with in 30 days after the date such notice is mailed. Lender a 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 positione the Jue date of the monthly installments referred to in paragraphs 3 and 2 hereof or change the amount of such installments.

such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amonization 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 becender, 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 pay went of taxes or other liams or charges by Lender shall not be a waiver of Lender 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 to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to 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 band, and the rights hereunder shall near to, the respective success) and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower hall be unit and several the captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be already and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be already and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be income in mather named (a) any notice to like the provision of other address as Borrower may designate by a notice to Lender a manufacture of the Property Address or at such other address as Lender may designate by notice to Borrower as provided heroin. Any notice provided for in this Deed of Trust shall be given by certified mail returns recept required to Lender and provided for in this Deed of Trust shall be deemed to have been given to Borrower as provided heroin. Any notice provided for in this Deed of Trust shall be deemed to have been given to borrower as provided heroin.

15. Uniform Lender Figure 1. Deed of Trust shall be gowned by the law of the jurisdiction in which the Property is located in the event that any provision of this Deed of Trust shall be gowned by the law of the jurisdiction which the Property is located in the event that any provision of the Deed of Trust shall be gowned by the law of

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including, but not limited to, reasonable attorney's fees, and (d) Borrower takes such action as Lender may reasonably require to assure that the sien 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 it no acceleration lind occurred.

20. Assignment of Renis; Appointment of Receiver; Lender in Passession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provides 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 procession of and manage the Property and to collect the rents of the Property, lactuding 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, actually, but not limited to, receiver's fees, 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 I ender's option prior to full reconveyance of the Property Trustee to Borrower, may make Future Advances to Borrower, and management of the Property without warranty and without charge to the present or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, it and all mores evidencing industances shall reconvey the Property without warranty and without charge to the present or persons legally entitled thereto.

23. Substitute T IN WITNESS WHEREOF, Borrower has executed this Deed of Trust. MICHAEL J. BARRINGTON 3311150/ STEPHANIE LYNN BARRINGTON ... Horrawe ..... Skamania .. County ss. Detailed 2.2nd ... day of October 1979 before me the underspied a Notary Public in and for the State of Washing on duly compressed and saving personally appeared Michael J. Barrington add Stephanie Lynn, Barrington, husband and walkers to be the individuality a described in and who executed the foregoing morning at, and acknowledged to me that, thest Signal and scaled the tree and solutions not and deed, for the uses and parposes therein mentioned said instrument as. their. WITNESS my hand and official scal affix if the day and year in this certificate above writen My Commission expires. time. 10/25/82 HOME OF WALKINGS REQUEST FOR RECONVLYANCE To TRUSTER: The undersigned is the holder of the note or notes secured by this Deed or Trust, Said note or notes, together estate now held by your under this Deed of Trust to the person or persons legally entitled therebi.

with all other indebtedness secured by this Dead of Trust, but, been paid in full. You are largely directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to recoavey, without warranty, all the

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COUNTY AUDITOR

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