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SK-116940
3-10-22-HC-902

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DEED OF TRUST

THIS DEED OF TRUST is made this Sixteenth day of October, 1979, among the Grantor, PETER N. McNAB AND JAMIE G. McNAB, Husband and Wife,*****, (herein "Borrower"), TransAmerica Title Company (herein "Trustee"), and the Beneficiary, Riverview Savings Association, a corporation organized and existing under the laws of Washington, whose address is 700 N. Fourth Avenue, Camas, Washington 98607 (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:

LOCATED IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON
Lot 13 of Sooter Tracts according to the official Plat thereof on file and of record at page 138 of Book "A" of Plats, Records of Skamania County, Washington.
Subject to Easements and Restrictions of record, if any.



which has the address Underwood, Wa. 98651.

Wa. 98651

I, the undersigned, do hereby convey unto Lender, my undivided interest in the above described property, and all easements, rights, appurtenances thereto, and all fixtures, personalty, fixtures, equipment, water rights, and water stock, and all fixtures, now or hereafter attached to the property, together with all improvements and additions thereto, shall be deemed to be and remain a part of the property so conveyed. In view of the fact that all of the foregoing, together with said property, for the time ahead, shall be held by Lender as a beneficially interest referred to as the "Property".

To secure and ensure the payment of the indebtedness evidenced by Borrower's note dated 10-16-79, in the principal sum of FOURTY TWO THOUSAND SEVEN HUNDRED DOLLARS 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 February 15, 2009, 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 declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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 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 Funds 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 due date 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 amounts 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, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by Borrower making 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 receipts evidencing such payments. 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 so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard, including within the term "extended coverage", and such other hazards as Lender may require and in such amount and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed the 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, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

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 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 by Borrower.

Unless Lender and Borrower otherwise 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 not economically feasible or if the security of this Deed 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, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, 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 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. 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.

6. Preservation and Maintenance of Property; Leasholds; 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 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, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a 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.

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 a 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 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 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 damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance 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 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 Borrower 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 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.

If Borrower or if, after notice by Lender to Borrower that the condemnor offers to make

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium association has not received payment of any amount due under the condominium declaration, or if Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender may, at its option, foreclose on the Property or sell the Property at public auction, or otherwise dispose of the Property, and apply the proceeds of such sale to the payment of all amounts due under the condominium declaration, and any such application of proceeds to principal shall not extend beyond the amount of the unpaid principal balance.

Property or to the sum so due.
Unless Lender and Borrower otherwise agree in writing, any such application or prepayment shall reduce the principal amount of the loan and shorten the term of the loan, and shall not affect the due date of any monthly installment.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums 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 by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

secured by this Deed of Trust by reason of any default made by the Borrower.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, 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 payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's 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.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint 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.

interpret or define the provisions herein.

14. Notice. Except for any notice required under applicable law to be given in another manner, all notices to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notices provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. The term "Lender" means the holder of the Note and the holder of any instrument or documents evidencing the debt represented by the Note. This form of deed of trust combines uniform instruments for California and New York State.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combining a note and a mortgage is designed for general national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. The Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law or it cannot be enforced, it will not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at or before the time of execution or after recordation hereof.

10. The Lender may at any time give written notice to the Borrower of acceleration in respect of any or all of the debts and obligations of the Borrower to the Lender arising under this Agreement.

all obligations under this Note. If Lender exercises its right to accelerate payment of this Note prior to the due date, then Borrower shall remain liable to Lender to pay all amounts due to Lender under this Note, including interest, until Borrower has paid all amounts due to Lender under this Note.

NON-TECHNICAL DISEASES.—The following diseases are not included in the above classification, but are of great interest in the study of non-technical diseases.

16. Acceleration. If no payment is made by Borrower within ten (10) days after the date of the first written notice of default given to Borrower, or if Borrower fails to make any payment when due, or if Borrower fails to pay any sum secured by this Note or by any other instrument or agreement of Borrower at the time when due, or if Borrower fails to perform any obligation to Lender prior to acceleration, or if Borrower fails to make any payment when due to any other persons described by applicable law as being entitled to payment, or if Borrower fails to make any payment less than 30 days from the due date, then without notice to or demand upon Borrower, Lender may require Borrower to cure such breach or to before the earlier of the date when payment is due or the date when payment is due under the Deed of Trust and sale of the property described therein, or further inform Borrower of the right to accelerate the note in case of non-payment of principal or interest or in case of non-occurrence of a default which would have been required to be included in such notice, or in case of non-payment of any sum due under this Note or any other instrument or agreement of Borrower, Lender at Lender's option may declare the amount unpaid hereunder to be immediately due and payable without further demand or notice, and Lender may then exercise all rights and remedies available to Lender, shall be entitled to collect all expenses, costs and attorney fees incurred by Lender in pursuing the remedy provided in this paragraph 16, including, but not limited to, reasonable attorney fees.

If Lender invokes the power of sale, Lender may give notice of default and of Lender's election to proceed by sale and shall give such notice at the same time as may be required by applicable law. Lender may, without notice or demand, sell the Property at public auction or otherwise, at any time and under such circumstances as Lender may determine. Lender may postpone sale of the Property for a period not greater than thirty days from the date of sale. Lender's decision to proceed by sale of the Property at any sale, shall be final and conclusive. Lender may postpone sale of the Property at any sale.

Trustee shall deliver to the purchaser a deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonably Trustee's and attorney's fees and costs of title evidences; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto or the clerk of the superior court of the county in which the sale took place.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the note required by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (a) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (b) entry of a judgment enforcing this Deed of Trust if (i) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration declared; or (ii) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof.

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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 hen 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 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 heretofore or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

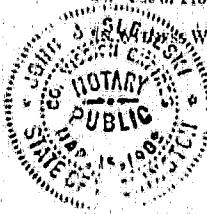
Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property, including those past due. All rents collected 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 fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums 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 Trustee's option prior to full reconveyance 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 note, 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 reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warrants 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, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. Use of Property. The Property is not used principally for agricultural or mining purposes.



Peter N. McNab

James G. McNab

Borrower

STATE OF WASHINGTON, Skamania

County, State

On this Sixteenth day of October 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn to do my duty, Peter N. McNab and Jamie G. McNab, husband and wife, *****, personally appeared to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the said instrument in their presence and voluntary intention, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year above written.

My Commission expires March 15, 1982

White Salmon

REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the holder of the note or notes, signed by this Deed of Trust, and note or notes, together with all other indebtedness secured by this Deed of Trust, now being paid him. You will duly directed to cancel and note or notes and this Deed of Trust, which are delivered him, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons herein described.

Date:

(Space Below This Line Reserved For Lender and His/Her Agent)

STATE OF WASHINGTON /
COUNTY OF SKAMANIA /
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY

John J. Miller
OF THE COUNTY RECORDER
AT 1:30 P.M. OCT 12 1979

WAS RECORDED IN BOOK 56
OF INDEXES AT PAGE 22
RECORDS OF SKAMANIA COUNTY, WASHINGTON

J. J. Miller
COUNTY RECORDER
SKAMANIA COUNTY, WASHINGTON

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|--------------|-------------------------------------|
| REGISTERED | <input checked="" type="checkbox"/> |
| INDEXED: DIA | <input checked="" type="checkbox"/> |
| INDIRECT | <input checked="" type="checkbox"/> |
| RECORDED: | <input checked="" type="checkbox"/> |
| COMPARED | <input checked="" type="checkbox"/> |
| MAILED | <input checked="" type="checkbox"/> |