

STATE OF WASHINGTON

2-7-2-606

DEED OF TRUST

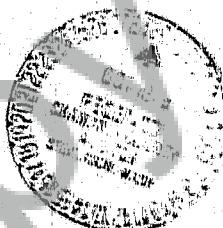
WITH DEFERRED INTEREST AND INCREASINGLY NONMATERIAL INSTALLMENT PAYMENTS

This form is used in connection with
deeds of trust insured under the one-to
four-family provisions of the National
Mortgage Act.THIS DEED OF TRUST, is made this 25th day of OCTOBER, 1972,

BETWEEN WILLIAM H. WILEY, an unmarried man & ANN E. KELLY, an unmarried woman, as Grantor,

whose address is 111 P. 1ST FLOOR ALLEN ROAD, SPOKANE, WASHINGTON 99204,and PAINTER NATIONAL BANK, as Trustee,whose address is 111 C SECOND AVENUE, SEATTLE, WASHINGTON 98104,and PAINTER MORTGAGE COMPANY, A WASHINGTON CORPORATION,whose address is P. O. BOX 5 5101, SEATTLE, WASHINGTON 98124,Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in SPUYERTA, County, Washington:

A tract of land located in the Teller C, Town D.L.C., in Section 2, Township 2 North, Range 7 East, described as follows: Beginning at the Northwest corner of the Township D.L.C.; thence north 358.25 feet, thence 61°00' west 450.10 feet; thence North 50°00' west 76.80 feet; thence south 40°00' west 451.50 feet; thence north 73°56' west 144.38 feet; thence North 40°00' west 460.43 feet; thence North 50°00' west 132 feet to the initial point, said point being the most westerly corner of the tract of land conveyed to Plaintiff which shall be deed recorded at page 154, 1st Vol. of Deeds, Records of Skamania County, Washington; thence north 40°00' west 500 feet; thence south 10°00' west 200 feet; thence south 57°00' east 150 feet; thence west 40°00' east 200 feet, more or less, to the point of beginning.



TO THE BEST OF MY KNOWLEDGE all the statements, representations, and affirmances now or hereafter made by me in this instrument are true, accurate, and just as set forth.

THIS DEED IS FOR THE PURPOSE OF SECURING THE PERFORMANCE of each agreement of Grantor herein contained, not for payment of the sum of \$15,000.00, but for payment of such amount as may become due and payable to Beneficiary on account of any deficiency in the principal amount of the note or notes, or interest thereon, or otherwise due and payable to Beneficiary on account of any other amount due and payable to Beneficiary, or any other successors or assigns to him, but with whom any of the above-mentioned amounts may be held in trust.

The Grantor, in consideration and agrees as follows:

I, Grantor, will pay the indebtedness contained in the note or notes, or interest thereon, or otherwise due and payable to Beneficiary on account of any deficiency in the principal amount of the note or notes, or interest thereon, or otherwise due and payable to Beneficiary, or any other successors or assigns to him, but with whom any of the above-mentioned amounts may be held in trust.

2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note or notes, on the first day of every month thereafter, fully paid, the following sums:

- (a) An amount sufficient to provide for Beneficiary with funds for the next mortgage insurance premium of this instrument until the note secured thereby are retired, or a monthly charge in lieu of mortgage insurance premium if they are held by the Secretary of Housing and Urban Development as follows:
- (b) Standard charges and rates and the amounts or rates or amounts under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Beneficiary one thousand five hundred dollars prior to its due date the annual mortgage insurance premium in order to prevent the National Housing Act, as amended, and applicable regulations thereunder;
- (c) If and so long as and after and his agreement are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-half (1/2) percentum of the average outstanding balance due on said note computed without regard to interest or earnings or prepayments;
- (d) As sum, as estimated by the Beneficiary, equal to the annual rents, if any, and the taxes, all special assessments, excise or other impositions covered by this Deed of Trust, plus the premiums that will then become due and payable on such insurance policies as may be required under paragraph (a) above, if any, by the Beneficiary. Grantor agrees to hold all amounts to be paid to the Beneficiary and, unless otherwise specified, less all sums already paid thereto divided by the number of months to elapse before one (1) month prior to the date when such amounts become payable, over and above which amounts will become delinquent, such sums to be held by the Beneficiary in trust to pay said premiums, taxes and special assessments, and;
- (e) All payments mentioned in the last preceding subsection of this paragraph and all payments to be made under the aforementioned items, shall be held in trust and the sum so held shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following obligations in the order set forth:
- (f) Premiums under the notes or in reliance with the Secretary of Housing and Urban Development, or monthly charge in lieu of mortgage insurance premium, as the case may be;
- (g) ground rents, if any, taxes, special assessments, and other basal insurance premium;
- (h) acceleration of the principal of the note.

Any deficiency in the amount of any such monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The arrangement provided for in paragraph 2 shall be for the sole protection of the Beneficiary and entitles no responsibility on the Beneficiary's part beyond the allowing of due credit, within fifteen days from the time actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of the assignee with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the assignee all rights of the Grantor with respect to any funds accumulated herein.

A. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, the Beneficiary may collect, and the Grantor agrees to pay such payment, at "late charge" of five cents (5¢) or greater as liquidated damages, the full sum of expense of handling and collection payments.

B. If the total of the payments made by Grantor under (A) of paragraph 2 shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes, assessments and insurance premiums, such excess, if the loan is current, at the option of Grantor, may be credited by Beneficiary on subsequent payments to be made by Grantor, or, if delayed by Grantor, the monthly payments made under (B) of paragraph 2, shall not be sufficient to pay ground rents, taxes, assessments and insurance premiums, when the same shall become due and payable, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when the payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time Grantor shall tender to Beneficiary, in accordance herewith, full payment of the entire indebtedness secured hereby, Beneficiary shall, in computing the amount of indebtedness, credit to the account of Grantor all payments made under the provisions of (A) of paragraph 2, which Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated pursuant to (B) of paragraph 2, if there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (B) of paragraph 2, less such sum as will become due and payable during the pendency of the proceedings, as credit against the amount of principal then remaining unpaid under such note and property, as justly determined, which shall have been made under (B) of paragraph 2.

C. To keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to inspect the property at any time during reasonable hours.

D. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed theron, and pay when due all costs incurred therein, and if any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

(a) To commence construction promptly and in any event within thirty (30) days from the date of the commencement of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications submitted by Beneficiary.

(b) To complete all buildings or other structures being on or about the built thereon within six (6) months from the date hereof, herself, herself, and to replace any work or materials unsatisfactory to Beneficiary within fifteen (15) days after written notice by her of either of such fact, consecutive days.

The lessee upon presentation to him of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept same and commence all facts and statements therein, and no action thereon will be taken.

E. Not to remove or demolish any buildings, improvements thereon or any fixtures or other property or to use or convert with said buildings or improvements.

F. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. The property, that is the subject of the Deed of Trust, is used principally for agricultural farming purposes.

G. To keep the buildings, improvements and fixtures now existing or hereafter to be erected or maintained, property, insurance may be required from time to time by the Beneficiary against loss by fire and/or hazard, causative and consequences of such damage and for such period as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance policies for payment of which has not been made heretofore. All insurance shall be carried in amounts acceptable to the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss and pay promptly by Grantor, and each insurance company concerned is hereby authorized to make payment for such loss directly to Beneficiary, in addition to Beneficiary's claim to Grantor and Beneficiary, namely, secured or to the restoration or repair of the property damaged. In each of the cases of loss of insurance, or other transfer of title to the unoccupied property, or extinguishment of the indebtedness secured hereby, all right, title and interest of the lessee in and to any insurance policies then in force shall revert to the Beneficiary.

H. To appear in and defend any suit, action or proceeding that might affect the value of the security instrument on the security itself or the rights or powers of Beneficiary or trustee, and should there ever be a suit or action in any court of law or equity or in any other forum to defend any such action or proceeding the Grantor will, at all times, indemnify Grantor, and, if demanded, cause or cause to be done for any and all loss, damage, expense or cost, including attorney's fees of suit, arising out of or incurred in connection with any such suit, action or proceeding, and shall be due and payable on demand. To pay off costs of suit, cost of evidence of title and a reasonable attorney's fee at or prior to procuring or sue brought by Beneficiary to foreclose this Deed of Trust.

I. To pay all heating bills, before delinquent, attorney's fees, assessments and encumbrances, charges, debts with interest, that may how ever thereafter be levied, assessed or charged upon the property. Out of the income of the Deed of Trust any sum thereof, which may appear to be prior to superior liens or other prior to the property but not herein mentioned, and upon request will exhibit to Beneficiary, their receipts therby, and to pay all taxes, reasonable costs, fees and expenses of the trust or the full amount heretofore Beneficiary, unto its option, plus, or plus, all reserves accumulated under paragraph 2, any such sum, without waiver of any other right of Beneficiary by reason of such default of a trustee, and Beneficiary shall not be liable to forgo the right to receive any sum so offset.

J. To repair immediately on written notice to Grantor all items expended or accrued hereunder by him on behalf of Beneficiary or trustee, with interest from the date of such advance or expenditure at the rate prescribed by the principal debt, and the amount thereof shall be secured hereby. Failure to repair such expenditure or advance and interest, before within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder. On Beneficiary's part, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action together with a reasonable attorney's fee.

K. To file all acts and documents required or necessary to make and file and to record any deed or other instrument to be drawn, any conveyance, will, wills, wills and such insurance so long as any obligation hereby secured remains unfulfilled.

L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z. To file and to make and paymenent to do any and all business necessary, their Beneficiary or trustee, but without obligation so to do, and without notice to or demand upon Grantor and without failing, to obtain and obtain a copy of any instrument, and make or do the same in such manner and to such extent as either may deem necessary to protect the security herself. Beneficiary or trustee being authorized to enter upon the property for such purposes, canmed, appear in and defend any action or proceeding, necessary to affect the security herself or the rights or powers of Beneficiary or trustee, any purchase, contract or compromise any encumbrance, charge or other which in the judgment of either appears to be prior to superior liens and in exercising any such power, incur and liability, except however amounts in his absolute discretion as may be necessary therefor including cost of removal, cleanup and paying his reasonable fees.

P. Should the property or any part or appurtenance thereto or right in or to such thereon be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake, or in any other manner, Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compensation or settlement in connection with such taking or damage, and obtain all compensation awards or other relief therefrom. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting the property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses including attorney's fees, release any money so received by it or apply the same entirely, including such amounts as are absolute discretion as may be necessary therefor, including cost of removal, cleanup and paying his reasonable fees.

Q. By accepting payment of any sums so rendered hereby, often in due date, Beneficiary does not waive his right either to require prompt payment of whidhsoever other sums so rendered to him, failing to do so to pay.

R. At any time upon written request of Beneficiary, payment of its fees and remuneration of this Deed and the note for advancements in case of full recompence, for cancellation and retention, without affecting the holding of any person for the payment of the indebtedness, trustee may (a) consent to the making of 40% down on plus of such property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subdivision or other agreement affecting this Deed on the item of charge thereof (a "consent"), without warranty, all or any part of the property. The Grantor's name, nomenclature may be described as the "person or persons legally entitled thereto", and the rentals thereof, or any interest therein shall be conclusive proof of the truthfulness thereof.

S. The collection of costs, fees, and profits, or the proceeds of the underwritten insurance policies on compensation or awards, finally taking on demand of the property, and the application or release thereof as at present, shall first care to waive any default or notice of default thereunder or in defaulting, providing payment to such trustee.

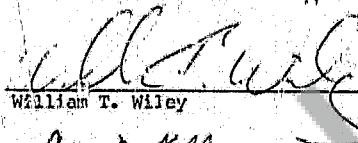
T. From time to time, by Grantor in payment of any indebtedness so held hereby or in performance of any agreement hereunder or should this Deed and note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof (written statement should be given to a right (8) months' time from the date of this Deed, desiring to insure still held and this Deed being deemed conclusive proof of such insurability), or should the commitment of the Department of Housing and Urban Development to make any loan cause to be in full force and effect any new condition whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable to the Beneficiary of any default the note of Grantor shall be construed as a waiver of any subsequent default hereunder.

U. Upon demand by Grantor in payment of any indebtedness so held hereby or in performance of any agreement committed thereto, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the sole, including to nonresident trustee's fee, (C) to the obligee or obligees by this Deed of Trust, (D) the surplus, if any, shall be distributed to the person entitled thereto. Trustee shall deliver to the purchaser of the sale hereunder, without warranty, which shall convey to the buyer any title he may have acquired thereto. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which records shall be prima facie evidence of such compliance and conclusive evidence of the State of Washington it is not an exclusive remedy and when not satisfied, Beneficiary may foreclose this Deed of Trust as a mortgage. On the death of the debtor, incapacity or disability or revocation of trustee, Beneficiary may go into writing a successor trustee, and sign in the presence of

such appointment in the mortgage record of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The 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, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

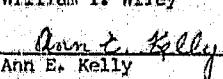
21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgee, of the note secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if it not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.

22. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the property above described; or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.



William T. Wiley

(SEAL)



Ann E. Kelly

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

COUNTY OF Clark

I, the undersigned, a notary public
day of October 19 , personally appeared before me William T. Wiley and Ann E. Kelly
described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their
free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.



Notary Public in and for the State of Washington, residing at
Vancouver in said county.

REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sum owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you hereunder.

Dated _____, 19_____

Mail reconveyance to _____

89841

REGISTERED	<input checked="" type="checkbox"/>
INDEXED	<input type="checkbox"/>
SEARCHED	<input type="checkbox"/>
RECORDED	<input type="checkbox"/>
COMPARED	<input type="checkbox"/>
MAILED	<input type="checkbox"/>

STATE OF WASHINGTON
COUNTY OF Clark

I hereby certify that this within Deed of Trust was filed in this office for Record on the 25 day of Oct A.D. 1979, at 1 o'clock P.M., and was duly recorded in Book 56 County, State of Washington, on page 447

County Auditor

By



Deputy

PWA-2188-T (1-77)

GPO 612 175