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SK-11162

Deed of Trust

BOOK 56

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THIS DEED OF TRUST is made this 11 day of November, 1979, among the Grantor, Joseph L. Gamble and Sandra J. Gamble (herein "Borrower"), and Skamania County Title Company (herein "Trustee"), and the Beneficiary Evins Financial Corp., a Washington Corporation with address at 1330 Ethian Way - Suite 100, Sacramento, CA 95822 (herein "Lender").

Whereas, Borrower and Lender have executed a Construction Loan Agreement of even date (herein "Agreement") under which Lender has made to Borrower a loan in the principal amount of Forty one Thousand Three Hundred and no/100 Dollars ("Loan Amount") for the express purpose of performing certain work on the property described below; and

Whereas, in connection with the Agreement and pursuant to its terms, Borrower has executed a Note (herein "Note") of even date in the Loan Amount payable to the Lender whereby the Borrower obligated itself to pay to the Lender the amounts so advanced, plus interest as therein stated as follows. On the first day of June, 1980, and on the first day of each succeeding month thereafter until November 1, 1980, interest on the daily balances of the Loan Amount outstanding (amounts disbursed) during the prior month; and thereafter on December 1, 1980 a final payment in an amount equal to the sum of the following: outstanding balance of the Loan Amount, interest on the daily balances of the Loan Amount outstanding during the prior month and on the daily balances of the Loan Amount outstanding during the period commencing from the date of first disbursement to May 1, 1980.

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 and State of Washington:

SEE ATTACHED LEGAL DESCRIPTION:

SEND TAX STATEMENTS TO: Joseph L. and Sandra J. Gamble
544 6th St.
Washougal, WA 98671

THE PROPERTY WHICH IS THE SUBJECT OF THIS DEED OF TRUST IS NOT USED PRINCIPALLY OR PRIMARILY FOR AGRICULTURAL, TIMBER OR FARMING PURPOSES.

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and advantages given herein to Lender to collect and apply such rents), royalty in 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 are herein referred to as the "Property."

To secure to Lender (a) the repayment of the indebtedness evidenced by the Note with interest thereon at as set forth in the Note, any extensions or renewals or modifications of such Note, 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 the Borrower herein contained and contained in the Agreement, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 2 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 such title to the Property against all claims and demands and will execute such further assurance as the time may be requisite.

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 and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to Lender's option under Paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest as 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 attach prior to this Deed of Trust, plus one-twelfth of the yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Lender shall hold the Funds in an account which is insured by a Federal or State agency and shall apply the funds from said account to pay said taxes, assessments, and insurance premiums. Lender shall make no charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and sums. 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, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds, interest, if any, paid to Borrower on 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 Funds held by Lender, together with the future monthly installments of funds payable prior to the due dates of taxes, assessments, and insurance premiums 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, and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days after notice from 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 17 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, and then to the principal of the Note.

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4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Deed of Trust, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amount 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 the 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, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided that Lender shall not require that 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 at Lender's option in the manner provided under Paragraph 2 hereof or 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, the policies and any renewals thereof and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

In the event of a loss, the amount collected shall be payable to the Lender and at the option of the Lender may be used in any one or more of the following ways: (1) applied upon the indebtedness secured hereby whether such indebtedness be matured or unmatured; (2) used to fulfill any of the covenants contained herein as the Lender may determine; (3) used to replace or restore the Property to a condition satisfactory to Lender; or (4) release the same to the Borrower. Such application of proceeds to the indebtedness shall not extend or postpone the due date of the monthly installments referred to in Paragraph 1 hereof or change the amount of such installments. If under Paragraph 17 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 sum secured by this Deed of Trust immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with any restrictions affecting the Property.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust and the Agreements, 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. 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 to the extent permitted by applicable law. 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 stated in 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 by applicable law. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or do any act 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.** Borrower agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Property covered by this Deed of Trust by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting said Property, are hereby assigned to the Lender, and the Lender at its option is hereby authorized, directed and empowered to collect and receive the proceeds of any such award or awards from the authorities making the same and to give proper receipts and discharges therefor, and may, at the Lender's election, use such proceeds in any one or more of the following ways: (1) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured; (2) use the same or any part thereof to fulfill any of the covenants contained herein as the Lender may determine; (3) use the same or any part thereof to replace or restore the Property to a condition satisfactory to the Lender; or (4) release the same to the Borrower, and the Borrower hereby covenants and agrees to and with the Lender, upon request by the Lender, to make, execute, and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to the Lender free, clear, and discharged of any and all encumbrances of any kind or nature whatsoever. The application of such proceeds to the indebtedness shall not extend or postpone the due date of the monthly installments referred to in Paragraph 1 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Lender to Borrower or 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, to refuse to or to extend time for payment, or otherwise to modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower or Borrower's successors in interest.

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 right or remedy hereunder. 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; Caplions.** The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The caplions and headings of the Paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. In the event the ownership of the Property or any part thereof becomes vested in a person other than the Borrower, the Lender may deal with such successor or successors in interest with reference to this Deed of Trust and the indebtedness hereby secured in the same manner as with the Borrower without in any manner violating or discharging the Borrower's liability hereunder or upon the indebtedness hereby secured, and in the alternative, at the option of the Lender, Lender may declare that the unpaid balance of the indebtedness is immediately due and payable.

14. **Notice.** Any notice from Lender to Borrower provided for in this Deed of Trust shall be by certified mail to Borrower at the Property address stated below or at such address as Borrower may designate to Lender by certified mail to Lender's address, except for any notice given to Borrower in the manner prescribed by applicable law as provided in Paragraph 17 of this Deed of Trust.

15. **Uniform Deed of Trust, Governing Law; Severability.** This form of Deed of Trust combines uniform covenants for national use and non-uniform covenants with limited variations, by jurisdiction to constitute a uniform security instrument covering real property. This 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, such conflict shall 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 this Deed of Trust at the time of execution or after recordation hereof.

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Lot 22 Block 3 Plat of Woodard Marina Estates as recorded in Book A, pages 114 and 115 of Plats, records of Skamania County.

STATE OF WASHINGTON
COUNTY OF SKAMANIA

(HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

St. C. Title Co.

OF Stinson, Wn

AT 4:30 P.M. 14 1980

WAS RECORDED IN BOOK 56

OF pages AT PAGE 77-3

RECORDS OF SKAMANIA COUNTY, WASH.

W. P. Toller

COUNTY AUDITOR

W. P. Toller

DEPUTY

REGISTERED	<u>4</u>
INDEXED	<u>15</u>
INTRODUCED	<u>15</u>
RECORDED	<u>15</u>
COPIES	<u>15</u>
MAILED	<u>15</u>