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3. To determine every action or proceeding pertaining to affect the security based on the rights of owners or beneficiaries of the theater property, and in any field where it may be necessary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustees incurred in enforcing the obligation created hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantee fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligations secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to pay same.

3. The Trustee shall recover all or any part of the property covered by this Deed of Trust to the person entitled thereto or the Beneficiary, upon satisfaction of the obligation secured and written request for recovery made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary, as 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 highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have required thereafter. 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 recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records 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 or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party by the Trustees.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, joint tenants, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note executed hereby, whether or not named as Beneficiary herein.

*M. D. M. M. S.*

H. J. Mertzbeck ..... (Seal)

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**STATE OF WASHINGTON**

**STATE OF WASHINGTON**

(Sparta)

On this day personally appeared before me  
M. J. Marzineck and Karla

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, I do hereby declare:

On this..... day of ..... 19..... before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, do witness:

and.....  
to me known to be the..... President and

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath certified that . . . . . authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

that the seal annexed is the corporate seal of said corporation.  
Witness my hand and official seal hereunto affixed the day and year first  
above written.

**Notary Public in and for the State of Washington,  
residing at**

REQUEST FOR WILL PROCONVEYANCE

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

20. TRUSTEE

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

Digitized by srujanika@gmail.com

Mail convenience to  
Ext. 46