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Stevenson Ln # 14-00463

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# DEED OF TRUST

THIS DEED OF TRUST is made this ..... 16th ..... day of ..... October .....  
1978, among the Grantor, **GEORGE F. DOHERTY, AND DONNA D. DOHERTY**, husband and wife  
..... (herein "Borrower"),  
TransAmerica Life Company (herein "Trustee"), and the Beneficiary, Riverview Savings Association, a corporation organized  
and existing under the laws of Washington, whose address is 700 N. E. Fourth Avenue, Camas Washington 98607 (herein  
"Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants  
and conveys (in trust, with power of sale, the following described property located in the County of  
Stevenson, State of Washington)

A TRACT OF LAND CONTAINED WITHIN THE FOLLOWING DESCRIBED TRACT AND TO BE DESCRIBED  
FOLLOWING SAID DESCRIPTION:

THAT PORTION OF GOVERNMENT LOTS 11 & 12, SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2  
E.W.M., AND LYING SOUTHERLY OF THE BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY LINE;  
AND THAT PORTION OF GOVERNMENT LOTS 1 & 2, SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 1/2  
E.W.M.;

EXCEPT THE EAST 34.00 RODS OF SAID GOVERNMENT LOT 1 & 12;

AND EXCEPT THE WEST 18.72 ACRES OF SAID GOVERNMENT LOT 2;

AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 18.72 ACRES OF SAID GOVERNMENT LOT 2;  
THENCE NORTH 1320 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 2; THENCE EAST 600  
FEET; THENCE IN A SOUTHEASTERLY DIRECTION TO A POINT ON THE SOUTH LINE OF THE SAID  
GOVERNMENT LOT 1, THAT IS 1130 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST  
ALONG SAID SOUTH LINE, A DISTANCE OF 1330 FEET TO THE POINT OF BEGINNING OF THIS  
EXCEPTION.

THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION IS A POINT ON THE WEST LINE OF THE  
EAST 34 RODS OF GOVERNMENT LOT 12, SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2, WHERE  
THE SOUTHERLY RIGHT OF WAY LINE OF THE BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY  
LINE INTERSECTS SAID WEST LINE; THENCE SOUTH ALONG SAID WEST LINE AND SAID LINE  
EXTENDED SOUTH A DISTANCE OF 600 FEET; THENCE IN A SOUTHWESTERLY DIRECTION PARALLEL  
WITH THE SOUTHERLY RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WEST LINE  
OF THE ABOVE DESCRIBED PROPERTY; THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID  
WESTERLY LINE TO WHERE SAID LINE INTERSECTS THE SOUTHERLY RIGHT OF WAY LINE OF SAID  
BONNEVILLE POWER ADMINISTRATION; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID  
SOUTHERLY RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

which has the address of ..... Maple Rd ..... Stevenson .....  
Washington, 98648 ..... (herein "Property Address")  
(State and Zip Code)

TOGETHER with all the improvements now or hereafter created on the property, and all easements, rights,  
appurtenances, tenets (subject however to the rights and authorities of ..... herein to Lender to collect and apply such  
rents), royalties, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or  
hereafter attached to the property, all of which, including replacements and additions thereof, 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  
or the real estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated .....  
Oct 4 1978 (herein "Note"), in the principal sum of **SEVENTY-FIVE THOUSAND AND  
NO/100\*\*\*\*\* (75,000.00) 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  
**THE 10TH OF EACH MONTH ..... BEGINNING APRIL 10, 1979**; (b) 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 (c) 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 and interest on any other 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 as payable under the Note, from the Note is paid to the sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may apply, plus one-twelfth of the yearly net rent on the Property, if any, plus one-twelfth of yearly premiums for hazard insurance, plus one-twelfth of yearly net rent on the Property, if any, plus one-twelfth of yearly premiums for hazard insurance, plus one-twelfth of the net proceeds 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, 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 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 performance by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds, is not sufficient to pay 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 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 date notice 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, 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 this Note and paragraphs 1 and 2 hereof shall be applied by Lender first to payment of amounts payable to Lender under this Deed of Trust and 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; Taxes.** 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, and shall pay all payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner by Borrower, Lender may, at its option, pay the same to the payee thereof. Borrower shall promptly furnish to Lender all necessary documents and payment, when due, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over the Property, and in the event Borrower shall not promptly discharge any lien which has priority over the Property, Lender, in its discretion, may be required to discharge any such lien so long as Borrower is not in default under this Deed of Trust. Lender shall not be liable in a manner acceptable to Lender, or shall not be held liable, for the payment of the obligation secured by this Deed of Trust, in proceedings which operate to prevent the enforcement of the lien or foreclosure 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 fire, hazards included within the term extended coverage, and such other hazards as Lender may require by such amounts and for such periods as Lender may require, provided, if Lender shall not require that the amount of 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, the insured 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, Lender may, at its option, pay the same to the insurance carrier.

All insurance policies and renewals thereof shall be in term 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 or to pay such restoration or repair as 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 is impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess of said proceeds 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 to settle a claim for insurance benefits, Lender 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 payments referred to in paragraphs 1 and 2 hereof or charge the amount of such installments. If under paragraph 5 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 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; Leaseholds; 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 or 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, and shall comply with the bylaws and regulations of the condominium or planned unit development, and shall comply with the bylaws and regulations of the condominium or planned unit development. If a condominium or planned unit development shall be incorporated into and shall attach 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 arrangements, discharge such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, discharge such reasonable attorney's fees and entry upon the Property to make repairs. If Lender requires 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 the contrary in writing, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and all such interest, from the date of disbursement at the rate payable from time to time on outstanding principal under the Note, shall be payable at such rate would be contrary to applicable law. In any event such amounts shall not be subject to payment of interest payable 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 the nature and purpose of the inspection and the time of the inspection.



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.

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 the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is 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 postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization 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 if 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 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 exercise 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.

14. Notice. Except for any notice required under applicable law to be given in another manner, for any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) 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 notice 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.

15. Uniform Deed of Trust Governing Law; Severability. The form of deed of trust contains uniform covenant for national use and non uniform covenants with various jurisdictions but 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 for 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 the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given upon completion of the Note and of this Deed of Trust at the time of execution or after finalization hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a tenant in fee, the grant of a leasehold interest of three years or less not constituting an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have a right of such option to accelerate at, prior to the sale or transfer, Lender and the person to whom the Property is sold or transferred each agree in writing that the credit of such person or persons shall be subject to Lender, and that the proceeds of the sale of the sums secured by this Deed of Trust shall be at such rate as Lender shall require. If Lender has exercised the option to accelerate provided in the paragraph 17, and if Borrower's successor in interest has exercised a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof, but which shall provide a period of not less than 30 days from the date the notice is mailed within which the sums secured by this Deed of Trust are due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice, demand and receive the sums due and any remedies permitted by paragraph 18 hereof.

Notwithstanding the foregoing, Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay, when due any sums secured by this Deed of Trust, Lender prior to a declaration shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of (a) the right to reinstate after acceleration, (b) the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure and (c) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law, paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notice to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's 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, reasonable Trustee's and attorney's fees and costs of title evidence; (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 sums secured 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 90th 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: (a) Borrower pays Lender all sums which were due under this Deed of Trust, the Note and notes securing future Advances, if any, had no acceleration occurred, (b) the Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust, (c) the 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.



including, but not limited to, reasonable attorney's fees; a will full force and effect, and Lender may make any other... to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay... secured by this Deed of Trust shall remain in full force and effect...

20. Assignment of Rents; Appointment of Receiver; Lease in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided the Borrower shall give an acceleration notice pursuant to hereof or abandonment of the Property, or abandonment of the Property, Lender, in person, or 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 Lender's option, may for full conveyance of the Property secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release; Surrender. Upon payment of all sums secured by this Deed of Trust, Lender shall reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to the Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, 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 farming purposes.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

*George F. Doherty*  
GEORGE F. DOHERTY

*Domina M. Doherty*  
DOMINA M. DOHERTY

STATE OF WASHINGTON

Skanania

County

On this 16th day of October 1993, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared George F. Doherty and Domina M. Doherty, husband and wife, who are known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

W. Commission expires August 17, 1993

*George F. Doherty*  
Notary Public in and for the State of Washington residing at Stevenson

REQUEST FOR RECONVEYANCE

The undersigned, George F. Doherty and Domina M. Doherty, together with all other persons named in this Deed of Trust, hereby request that you cancel and note or remove this Deed of Trust, which is the instrument recorded in your office and now held by you under this Deed of Trust in the name of persons legally entitled thereto.



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17441 89226  
George F. Doherty  
Domina M. Doherty  
Marty  
All rights reserved

COMPASS  
MADE IN U.S.A.

17441 89226  
George F. Doherty  
Domina M. Doherty  
Marty  
All rights reserved



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.

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 the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is 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 postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released, Extension of the time for payment or modification of amortization 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 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.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) 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 notice 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.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for covering real and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument in the event that any provision of this Deed of Trust or the Note conflicts with applicable law which the Property is located in that state or 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 the Deed of Trust and the Note shall be given effect without the conflicting provision.

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

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall require. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of, not less than 30 days from the date the notice is mailed within which Borrower may cure the debt declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, institute any remedies permitted by paragraph 18 hereof.

This Deed of Trust, the Note and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of: (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period or periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser, Trustee's deed conveying the Property as 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, reasonable Trustee's and attorney's fees and costs of title evidence; (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 Reinstatement. Notwithstanding Lender's acceleration of the sums secured 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: (1) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Junior Advances, if any, and no acceleration occurred; (2) 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.



including, but not limited to, reasonable attorney's fees, and (b) Borrower takes such action as Lender may require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay 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, Borrower hereby assigns to Lender the rents of the Property, provided 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, its person, its agent or its judicially appointed receiver, shall be entitled to enter upon and 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 pay the receiver's bond and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and its receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender'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 notes 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 warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, 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 reconveyance 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 farming purposes.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

*George F. Doherty*  
GEORGE F. DOHERTY

DOHNA By DOHERTY

STATE OF WASHINGTON, Skamania

On this 16th day of October 1921, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared George F. Doherty and Dohna M. Doherty, husband and wife, who executed the foregoing instrument, and who executed the foregoing instrument as their free and voluntary act and deed, and acknowledged to me and to the undersigned that they signed and sealed the said instrument as their free and voluntary act and deed, and for the purposes therein mentioned.

Witness my hand and official seal at Skamania, Washington, this 16th day of October, 1921.

My Commission Expires August 15, 1921.

UNOFFICIAL COPY

1921-10-16 189226

Handwritten signatures and notes at the bottom of the page, including names like 'St. John' and 'St. John'.