

90989
SARECO
131

Filed for Record at Request of

Name KLICKITAT VALLEY BANK

Address P. O. Box 307

City and State White Salmon, WA 98672

THIS SPACE RESERVED FOR THE RECORDING OFFICE OF THE COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE FOLLOWING

INSTRUMENT OF WRITING, FILED BY

Cook County Title Co

OF Salem, Oregon

REGISTERED AT 11:25 AM July 12 1980
INDEXED IN BOOK 57
INDIRECTLY
RECORDED NE 11/12/80 AT PAGE 253-9
FORWARDED X RECORDS OF SKAMANIA COUNTY, WASH
INDEXED 11/12/80
COUNTY AUDITOR

THIS DEED OF TRUST, made this 15 day of July, 19 80, between

RONALD L. THOMAS and DONNA R. THOMAS, husband and wife, Grantor,

whose address is Star Route, Cook, WA 98605

SARECO Title Insurance Company, a California Corporation, Trustee, whose address is 2415 4th Avenue, Seattle, Washington 98123, and KLICKITAT VALLEY BANK

whose address is P. O. Box 307, White Salmon, WA 98672, Beneficiary,

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

The South 150 feet of the West 280 feet of the Southeast quarter of the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 10, Township 3 North, Range 9 E.W.M.; said tract containing 1 acre, more or less.

It is covenanted and agreed that said real property includes an improvement thereto and thereon that certain 1977 Frontier mobile home 14 x 70, Serial #7258, as a part thereof; it shall not be severed nor removed therefrom.



which real property is not used principally for agricultural or farming purposes, together with all the covenants, conditions, and appurtenances now or hereafter thereto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of TWENTY-THOUSAND and no/100 Dollars (\$ 20,000.00)

with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and is renewed, modified and extended, and also with further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon, to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all law of taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances affecting the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazard to the amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such company as the Beneficiary may approve and the loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount of the loss payable under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall direct. If the Beneficiary by the Beneficiary shall not cause disbursement of any proceeds to foreclose this Deed of Trust in the event of loss, the Grantor in having no policies then in force shall pay to the purchaser at the foreclosure sale.

4. That in proceeding to foreclose to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to the best of the Grantor's knowledge and belief, there is a reasonable amount, in any such action or proceeding, and in any such action or proceeding, the Grantor shall pay the costs of such action or proceeding.

5. That the Grantor shall be bound with the cost of interest, including the expense of the Trustee incurred in enforcing the security of this Deed of Trust, and the cost of any action or proceeding to enforce the security of this Deed of Trust, as provided by statute.

6. That the Grantor shall pay any and all taxes, assessments, liens, amounts due, and other charges against the property described herein, and the amount of any such taxes, assessments, liens, amounts due, and other charges against the property shall be paid by the Grantor as the same shall become due.

7. That the Grantor shall be bound with the cost of interest, including the expense of the Trustee incurred in enforcing the security of this Deed of Trust, and the cost of any action or proceeding to enforce the security of this Deed of Trust, as provided by statute.

IT IS ORALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an unforeseen disaster proceeding, the entire amount of the note to such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to the 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 any of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance 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 so 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 this Deed of Trust Act of the State of Washington, (as amended), 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 the 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 or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

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 acquired 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 encumbrancers 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, 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 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.

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, executors, administrators, successors, assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Ronald L. Thomas
 Ronald L. Thomas
Donna R. Thomas
 Donna R. Thomas

90789

STATE OF WASHINGTON
 COUNTY OF Klickitat ss.

On this day personally appeared before me
RONALD L. and DONNA R. THOMAS

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
15 day of July, 1980

Patricia J. Fickner
 Notary Public in and for the State of Washington
 residing at Underwood

STATE OF WASHINGTON
 COUNTY OF _____ ss.

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____

and _____
 to me known to be the _____ President and _____ Secretary, respectively of _____
 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 stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereon affixed the day and year first above written.

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

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. You are hereby requested and directed, on payment in full of any sums owing to you under the terms of said Deed of Trust, to call for and deliver to the parties designated in said Deed of Trust, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the property then held by you thereunder.

Dated _____ 19____

Witness my hand and