

DEED OF TRUST

90989

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Filed for Record or Record of

Name KLIKITAT VALLEY BANK

Address P. O. Box 307

City and State White Salmon, WA 98672

STATE OF WASHINGTON
THIS SPACE IS LEFT FOR RECORDING

I HEREBY CERTIFY THAT THE WRITING

MATERIAL OF WRITING, FILED BY

CLARK COUNTY REC'D.

REGISTERED AT FINANCIAL, INC.

INDEXED ON AT 11:25 A.M. JULY 19, 1977

IMPROV. WAS INCORPORATED IN BOOK 57

RECORDED NO. 1167 AT PAGE 253-9

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SARAH J. COOPER, COUNTY AUDITOR

THIS DEED OF TRUST made the 15th day of July 1980, between RONALD L. THOMAS and DONNA K. THOMAS, husband and wife, Grantor,

whose address is Star Route, Cokio, WA 98605

SAFECO TITLE INSURANCE COMPANY, a California Corporation, Trustee, whose address is 2015 4th Avenue, Seattle, Washington 98125, and KLIKITAT 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 ¼ SE ¼ SE ¼) of Section 10, Township 3 North, Range 9 E.W.M.; said tract containing 1 acre, more or less.

It is covenant and agreed that said real property includes an improvement thereon 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 improvements thereon, 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 at such intervals, modifications and extensions thereof, and also such 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 thereon; 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 delinquency all taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances relating to the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against fire by fire or other insurance company whose amount will less than the total debt secured by this Deed of Trust, all policies shall be held by the Beneficiary and be in such companies as the Beneficiary may approve and payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon my indebtedness hereby incurred in full; and if the Beneficiary shall demand, and publication by the Beneficiary shall not cause dissolution of any proceedings to foreclose this Deed of Trust, in the event of nonpayment of the Grantor in full, the policies shall pass to the purchaser at the foreclosure sale.

4. Not to commence or prosecute any action to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to defend same to the best of his ability and attorney's fees to a reasonable amount, in any such action or proceeding, and in the event of a judgment in favor of the Grantor, to pay all costs and expenses of the Trustee incurred in defending same.

5. Not to commence or prosecute any action to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to defend same to the best of his ability and attorney's fees to a reasonable amount, in any such action or proceeding, and in the event of a judgment in favor of the Grantor, to pay all costs and expenses of the Trustee incurred in defending same, but the amount so paid with interest at the rate set forth in the note secured by this Deed of Trust.



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IT IS SOLEMNLY 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 amount so much 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 due 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 due 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, (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 court'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 mortgagor.
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, heirs 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, legatees, administrators, executors, successors and 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

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STATE OF WASHINGTON
COUNTY OF Clallam } ss.

On this day person(s) appeared before me
RONALD L. and DONNA R. THOMAS
 to me known to be the individual described in and
 who executed the within foregoing instrument,
 and acknowledged that they signed the
 same as their free and voluntary act
 and deed, for the uses and purposes therein men-
 tioned.

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

Ronald L. Thomas
 Notary Public in and for the State of Washington
 residing at Underwood

STATE OF WASHINGTON
COUNTY OF }

On this _____ day of _____, 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 hereunto 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 so held 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 to you of any sum owing to you under the terms of said Deed of Trust, to execute and reconvey above mentioned, and all other evidences of indebtedness included by said Deed of Trust delivered to you heretofore, together with this said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the rights held by you thereunder.

Dated _____ 19_____

Mail Reconveyance to