

91122

STATE OF WASHINGTON

BOOK 5

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467-5-141083
SK-12029

DEED OF TRUST

This form is used in connection with
deeds of trust insured under the one-to-
four-family provisions of the National
Housing Act.

THIS DEED OF TRUST, is made this 15TH day of AUGUST, 19 80,
 BETWEEN RICHARD W. EDWARDS AND CYNTHIA JO EDWARDS, HUSBAND AND WIFE, as Grantor,
 whose address is MP 08L Woodard Creek Road Stevenson, Washington 98648;
 and SAFECO TITLE INSURANCE COMPANY, as Trustee,
 whose address is P.O. BOX 277, STEVENSON, WASHINGTON 98648;
 and RAINIER NATIONAL BANK, as Beneficiary,
 whose address is 1100 SECOND AVENUE SEATTLE, WASHINGTON 98101

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in SKAMANIA County, Washington:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SAID SECTION 27; THENCE NORTH $01^{\circ} 05' 09''$ EAST 2290.16 FEET ALONG THE WEST LINE OF SAID SECTION 27; THENCE SOUTH $89^{\circ} 08' 43''$ EAST 882.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $89^{\circ} 08' 43''$ EAST 511.10 FEET TO THE POINT WHICH BEARS NORTH $01^{\circ} 05' 09''$ EAST 2295.32 FEET AND SOUTH $88^{\circ} 55' 59''$ EAST 1393.58 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 27, SAID POINT BEING ON THE CENTERLINE OF ROAD "A"; THENCE SOUTHERLY ALONG THE CENTERLINE OF ROAD "B" TO A POINT WHICH BEARS $01^{\circ} 05' 09''$ EAST 1575.60 FEET AND SOUTH $88^{\circ} 55' 59''$ EAST 1295.03 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 27, SAID POINT BEING THE POINT OF INTERSECTION OF THE CENTERLINES OF ROAD "A" AND ROAD "B"; THENCE WESTERLY ALONG THE CENTERLINE OF ROAD "A" TO A POINT WHICH BEARS NORTH $01^{\circ} 05' 09''$ EAST 1293.63 FEET AND SOUTH $88^{\circ} 55' 59''$ EAST 1043.75 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 27, SAID POINT BEING THE POINT OF INTERSECTION OF THE CENTERLINES OF ROAD "A" AND ROAD "C"; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF ROAD "C" TO A POINT WHICH BEARS SOUTH $01^{\circ} 05' 09''$ WEST 862.38 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH $01^{\circ} 05' 09''$ EAST 302.30 FEET; THENCE NORTH $43^{\circ} 54' 51''$ WEST 141.42 FEET; THENCE NORTH $46^{\circ} 05' 08''$ EAST 141.42 FEET TO A POINT WHICH BEARS SOUTH $01^{\circ} 05' 09''$ WEST 360.08 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH $01^{\circ} 05' 09''$ EAST 360.08 FEET TO THE TRUE POINT OF BEGINNING;

ALSO KNOWN AS LOT 2 OF KETCHMARK SHORT PLAT, RECORDED UNDER AUDITOR'S FILE NO. 84964, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

EXCEPT THE NORTH 220 FEET THEREOF.

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BOOK

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TOGETHER WITH all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise 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 FIFTY-FIVE THOUSAND AND NO/100 Dollars (\$ 55,000.00).

with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, 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.

The Grantor covenants and agrees as follows.

1. That he will pay the indebtedness secured hereby. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity. Provided, however, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. Grantor agrees to pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, on the first day of each month until said note is fully paid, the following sums:

(a) An amount sufficient to provide the Beneficiary with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(1) If and so long as said note and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Beneficiary one (1) month prior to its due date the annual mortgage insurance premium, in order to provide the Beneficiary with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder, or

(11) If and so long as said note and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on said note computed without taking into account delinquencies or prepayments;

(12) A sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on such insurance policies as may be required under paragraph 9 hereof; satisfactory to Beneficiary, Grantor agreeing to deliver promptly to Beneficiary all bills and notices therefor, less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments; and

(13) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium) as the case may be;

(2) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

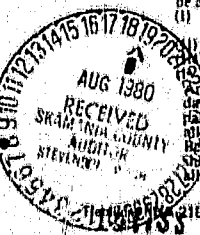
(3) interest on the note secured hereby; and

(4) amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The arrangement provided for in paragraph 2 is solely for the added protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the making of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by the Beneficiary, any funds on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate. Each transfer of the property that is the subject of this Deed of Trust shall automatically transfer to the Grantee all rights of the Grantor with respect to any funds accumulated hereunder.

2180T, which may be used.

HUD-92180T (3-79)



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 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.

21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly.

22. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the property above described; or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder, shall commence upon the date such notice is deposited in the mail.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Skamania County Office

OF RECORD

AT 11:53 A.M. August 19, 1980

WAS RECORDED IN BOOK 57

AT PAGE 307-12

RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR

DEPUTY

RICHARD W EDWARDS

CYNTHIA JO EDWARDS

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON,

COUNTY OF CLARK

I, the undersigned,
day of AUGUST

a notary public

1980, personally appeared before me

herby certify that on this 15th

Cynthia Jo Edwards

to me known to be the individual s

described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

they signed and sealed the same as their

Given under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington, residing in said county.

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; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 19____

Mail reconveyance to _____

STATE OF WASHINGTON
COUNTY OF SKAMANIA

ss

I hereby certify that this within Deed of Trust was filed in this office for Record on the 19th day of August A.D. 1980 at 11:53 o'clock A.M., and was duly recorded in Book 57 of Records of Mortgages of Skamania County, State of Washington, on page 307

County Auditor

By _____

Deputy

HUD-92189T (3-78)

GPO 941.309