2H-12149

## DEED OF TRUST

THIS DEED OF TRUST is made this 8th
with
Company Vencouver, Federal Savings and Iron Accordance (forcin "Trustee"), and the Beneficiary,
existing under the laws of The United States of Apartment, a corporation organized and
Yangouver, Washington (herein "Lender").
BOYROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevolably grants
The state of the s
Beginning of the Southquist government, State of Washington:
Beginning at the Southeast corner of the Northeast quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian; thence North 01°23'49" East along the East line of
said Northwest guarter, 812 oc said the transmission of East along the East line of
1°23'49" Bast along said East line 561.94 feet; thence North 88°12'57" West parallel to the
South line of the North half of the Northeast quarter of the Northeast quarter of said Section 710.57 feet to the center of a private road more northwest quarter of said Section
20, 710.57 feet to the center of a private road nor particularly described on Short Plat
approval recorded at pages 43 to 43J of Book 1 of Short lats under Auditor's File No. 82512,
that beens North 2301313711 worth transition and the design and the design to a point
805.16 feat to the true notat action.
TOSETHER WITH OR PRESENTE for Inner
being 30 feet on each side of the following described centerline:
Reginning at a point on the North line of the North land of the North land of the North and the North land of the North and the Southeast quarter of the Southeast quarter of the Southeast quarter of
former of said Northeast guarter of the former as the first Northeast
East 400.05 feet, mare or tone to the
Also beginning at a point on the want
of Section 20, Township 2 North, Range 5 East, 655.37 feet North 88°35'38" West from the North
cast corner of said Northeast quarter of the Southeast quarter of Section 20; thence North
3°49'14" West 602.91 feet; thence North 9°37'31" West 349.71 feet to a 200 feet radius curve in right; thence along said curve 13.68 feet; thence 13.68 feet; t
200 foot radius curve to the lest.
Gast 124,95 feet to a san feet land to the san feet and sand salve Liliab teet; thouse North 2°29:50"
thence North 1100ginou Wort too or Finance North Unence about 501d Gurva 121.89 feet:
said curve 143.67 feet; thence North 29°44'49" East 180.84 feet to the Southwest corner of the
tombleast quarter of the Northeast quarter of the Northeast quarter of Section 20; blence
continuing North 2904449 East 43.18 fort; thence North 1023449 East parallel to and 30 feet
of Scatter 20, 200,000 foot to an analysis in the Lorenze quarter of the Northeast quarter
and known and for the end of the state of th
brough 437, recorded under Auditor's File No. Po512, records of Shamanda County, Washington.
washington.

which has the address of . MP. O. ACK	.Dobbing Road		 Weshough1.	
	Street		 (City)	*********
Washington . 39671(he	rein "Property Address");	4		

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

Borrower covenants that Borrower is lawfully seised 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 Londer's interest in the property.

Uniforms Covenances. Bossower and Lender covenant and agree as follows:

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University Coverance. Borrower and Lander coyenant and agree as follows:

1. Personnel of Principal and Interest on the Control of the Contro

insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage.

All insurance policies and renewals thereof 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, by Borrower, and Borrower shall give prompt notice to the insurance carrier and Lender. Lender may hake proof of loss if not made promptly

Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss it 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, provided such restoration or repair is economically feasible and the security of this Deed of Trust is be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid date notice at the property is abandoned by Borrower, or if Borrower falls to respirate to Lender within 30 days from the is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend

or to the such 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. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies und in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition.

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 and 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 crown condominium or a planned unit development, Borrower shall perform all of Sorrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of such rider were a part hereof.

rider is executed by sorrower and recorded together with this Deed of Trust, the covenants and agreements of such rider while incorporated into and shall amend 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 including, but not limited to, eminent domain, incoveneused which materially affects Lender's interest in the Property bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mertgage insurance as a consideration of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such Lender's written agreement or applicable law. Borrower shall pay the premiums required to maintain such Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgaly insurance premiums in the Any amounts disburged by Lender pursuant to this paragraph 7, with interest thereon, shall become additional amounts shall be payable upon notice from Lender to Borrower and Lender agree to other terms of payment, such date of disbursement at the rate payable from time to time on outstanding principal under the Note units payment of interest and at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate any action hereimeder.

any action harshinder.

3. Impaction: 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 reasonable cause therefor related to Lender's in the Property.

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The processes of any award or claim for damages, direct or consequential, in connection with any processes or called activities or the Property, or part thereof, or for conveyance in lieu of condennation, are hearby suspended that the point of the sunis secured by this Deed of Trust, with the executed it say, main the formwire. In the event of a partial taking of the Property, unless Borrower and Lender obscrawing agree in fring, there shall no applied to the suns secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which has around of the junct secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which has around of the junct secured by this Deed of Trust such proportion to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the bulance of the proceeds paid to Bostrower.

as a equal to that attoportion which we assound of the kinns accured by this Dead of trust immediately prior to the date of taking, with the balance of the proceeds paid to Bostower.

If the Vroperty is abandoned by Bostower, or if, all or notice by Lendri to Bostower, that the condennor offers to make an award or operation of the date, Bostower, or if, all or notice by Lendri to Bostower, that the condennor offers to make an award or operation of 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 Bostower atherwise agree in writing, any such application of proceeds to principal shall not extend or positions the due date of the anonthly irestallments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Bestrower Not Released. Extension of the time for payment, or modification of amortization of the sums secured by this Deed of Trust granted by Londer to any successor in interest. Lender shall not oberate to 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 yreans of any demand made by the drighnal Bostrower and Bostower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or a herwise afforded by applicable list, the condenses secured by this Deed of Trust or distinct and cumulative to any other right or remedy independently of the condenses are remedy to remedy this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust, 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.

12. Renselles Camulative. All readies provided in this Deed of Trust are distinct and cumulative to any orner right or remedy under this Deed of Trust or afforded by law or equity, and may be excrised concurrently, independently or successively.

13. Success - Assign Sound; Toint and Several Lisbility. Capitoniz. The covenants and agreements herein contained shall oind, and the rights hereunder shall intre to, the respective successors and assigna of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower than the Joint and several. The capitous 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. Nosice. 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's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided herein, and (b) any notice to Lender's all 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 this manner designated herein.

15. Uniforns Deed of Trust, Governing Law; Severability. This form of deed of trust combines uniform covenants for address and provisions of this Deed of Trust or the Note conflict and uniform security instrument covering real property. This Died of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provisions of this Deed of Trust or the Note on the successor with a particular that any prov

NON-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

Non-Uniform Covenants. 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 receleration shall give notice in the heaver prescribed by applicable law to Borrower and to the other person) prescribed by applicable law to Borrower and to the other person) prescribed by applicable law to Borrower and to the other person. The property of the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach; (3) the such as the cured and (4) that failure to cure such breach and the property of the property of the property of the property such that 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 dar not less than 120 days in the future. The notice shall turther historin Box over of (1) the right to related a few necessariance of a default or any other defense of Borrower to 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, (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 spride by applicable law. If the breach is not cured on or hefore the date specified in the notice, Lender at Lender's option may invoke the power of sale and any other fenceles permitted by applicable law. Lender child be entitled to collect all reasonable costs and expenses learners in pursuing the remedies provided in the paragraph ils, including, but not limit; d to, reasonable attorney's fees.

If Lender's describes the power of light to the property to be sold. Trust, and lender's election to cause the Property to be

iscluding, but not limited to, reasonable attorney's fees; and (d) Borrower takes sigh action as Lender may reasonably require to assure that the lieu of this Does of Trust, Lender's internal in the Property and Borrower's obligation to pay the sense secured by this Doed of Trust shalf continue unimpaired. Upon such payment and cure by Borrower, this Doed of Trust and the chigations secured hereby shalf remain in full force and effect as if no acceleration had occurred, and the chigations secured hereby shalf remain in full force and effect as if no acceleration had occurred, hereof or abandonment 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, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the 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 second 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 aid 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 without warranty and without charge to the person or persons legs/lly entitled there

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 appointed hereunder who has ceased to act. Without conveyance of the Property the successor trustee at 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.	led tee tall
IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.	:
Dominic D. Shirm	. , vier
Bonite C. Sherman  -Borro  -Borro  -Borro  -Borro  -Borro	ver
STATE OF WASHINGTON,	
On this. Ath	ed he ed.
with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cance said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the	r e
Date:	•





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