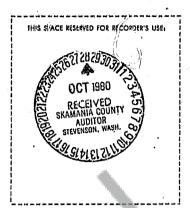
SK-12063

Filed for Recordet Requist of

Name JOSEPH L. UDALL, Attorney at Law O. Box 425

City and State White Salmon, WA 98672

SECOND DEED OF TRUST



THIS DEED OF TRUST, mide this 55 day of October 1980, between	n
THIS DEED OF TRUST, mide thin 55 day of October 1980, between DARRELL G. HUNT, and KATHRYN L. HUNT, husband and wife, Grantor	ε,
whose addits is	-i
SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 2615 4th Avenue, Scattle, Washington 98125 and ROBERT M. CINNINGHAM and MACKIE L. CUNNINGHAM, husband and wife,	
whose address is	•
WITNESSETH: Grantar hereby bargains, sells and convays to Trustee in Trust, with power of sale, the following Jescribed real property inCounty, Washington:	y
A tract of land located in the East Half of the Southeast Quarter of	
the Southeast Quarter of Section 16. Township 3 North, Range 10 East	
of the Willemette Meridian, more particularly described as follows:	
Reginning at the Southeast corner of the Said Section 10; thence	
West along the South line of the Southeast Quarter 270 feet to the	
point of beginning; thence North parallel with the east line of said	
Southeast Quarter 397 feet, more or less, to the Southerly right of	
way line of the Cooks/Underwood Road as traveled and established May	
1, 1978; thence Southwesterly along the Southeasterly right of way	
line of said Cooks/Underwood Road to a point that is 316 feet North	
of the South line of said Southeast Quarter; thence South 316 feet to	3
a point on the South line that is 105 feet West of the point of begin	a -
ning; thence East 105 feet to the point of beginning.	
ALSO KNOWNAS LOT 2 of Pete and Ava Grave's Short Plat recorded in Boo	ok _
2 of Short Plats, page 23-A, under Auditor's File No. 85268, records	or
Skamania County, Washington.	

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rerts, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of prantor herein contained, and payment of the sum of THOUSAND FOUR HUNDRED EIGHTY-NINE § 15/100

Dollars (3, 20, 489.15)

With interest, in accordance with the terms of a promissory note of sven date herewith, payable to Beneficiary or order, and smade by Grantor, and all renewals, 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, togs there with interest thereon at such rate as shall be agreed upon.

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

- 1. To keer the property in good condition and repair, to permit no waste thereof; to complete any building, structure or improvement being built or seem to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and so comply with all laws, ordinances, regulations, covenants, conditions and terrelations affecting the property.
- 2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances in pairing the security of this Deed of Trust.
- 3. To keep all heldings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an 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 comparises as the Beneficiary may approve and have has 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 any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies than in force shall pass its the purchaser at the foreclosure sale.
- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee insurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
- 6. Should Grantor Isil to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinshove described. Heneficiary may pay the same, and the amount so paid, with interest at the rote set forth in the note secured hereby, shall be added to and become a part of the dobt secured in this Deed of Trust.

## IT IS MUTUALLY 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 award or such portion thereof as may be necessary to fully satisfy the poligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 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 theseto, on written request of the Grantor and the Benefitiary, 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 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 the Deed of Trust Act of the State of Washington, (as amended), all public auction to the highest bidder. Any person except Trustee may bid at Trustee's sele. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasorable Trustee's fee and atterney'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. Trusten 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, Trusten'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 prime facto 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 fine recording of such appointment in the mortgage records of the country in which this Deed of Trust is recorded, the successor trustee shall be vested with all power 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 Trustice.

  8. This Depolity Division 100 in the benefit of, and is binding not only on the parties hereto, but on their helts, devisees, legatees, administrators, exceptions, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby. whether or not margage Rone July berein

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REGISTERER	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
INDEDICED: DIR JOF STITIZZO (2)	travel to ment
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AT MARK COLD	<u> </u>
THE YEAR YEAR AND	
D. P. Clad	
- E Mesfor	
STATE OF WASHINGTON	STATE OF WASHINGTON
COUNTY OF Klickitat	COUNTY OF
On this day personally appeared before me	
DARRELL G. HUNT and KATHRYN L. HUNT to me known to be the individual described in and	Notary Public In and for the State of Washington, duly commissioned and sworn,
who executed the within and foregoing instrument.	personally appeared
and acknowledged that they signed the	THE PROPERTY OF THE PROPERTY O
same as their free and voluntary act	and to me known to be the President and Secretary.
and deed, for the uses and purposes therein mon-	respectively of
nonce.	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 state of the s	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 scal of said corporation.
OVEN under my hand and official scal this	Witne my hand and official seal hereto affixed the day and year first
Sellin Na Klungahal	alism written.
Webington	Notary Public in and for the State of Washington,
Adding to White Salmon, there	n residing at
Constitution of the second	
Control of	
PEONEST	FOR FULL RECONVEYANCE
	be used only when note has been paid.
•	
TO: TRUSTEE.	e note and all other indebtedness secured by the within Deed of Trust, Said note,
together with all other indebtedness secured by said Dec directed, on payment to you of any sums owing to you u	ed of Trust, has been fully paid and satisfied; and you are hereby requested and inder the terms of said Deed of Trust, to cancel said 11/210 above inertitioned, and all f Trust delivered to you betwith, together with the said Deed of Trust, and to be terms of jaid Deed of Trust, all the estate now held by you thereunder.
Dated, 19	**************************************
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