HAFECO TITLE INSURANCE COMPANY

DEED OF TRUST

SAFEWAY PORTLAND EMPLOYEES FEDERAL CREDI

2537 S. E. HAWTHORNE BLVD.



Address

Filed for Record at Request of

NOW

	COUNTY OF SKAMANIA TELECOPDER'S USE.
r ·	HEREBY CECTIFY THAT THE WITHIN
	OF STELLEMENT OF WRITING FRED IN OF STELLEMENT OF JULY AV 9:30 AM DYN 5 MA 50 WAS RECERCISED IN 1/00K 57
	MITE AT PAPE 546 PROMPE OF SKAMANIA COUNTY, WATER APPORTOR COUNTY AUDITOR

County, Washington

PORTLAND, OREGON 97214 City and State... REGESTEROS MONTHS STATE REDERBOT: KECOPOED: DEED C COMPARED Sk. 12/52 91536 THIS DEED OF TRUST, made this 30THday of OCTOBER THOMAS M. JERMANN AND CHERYL L. JERMANN, HUSBAND AND WITE: . Grantor. P. O. BOX 163 (90 SECOND STREET) STEVENSOM, WASHINGTON 98648 whose address is _ SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 2615 4th Avenue Sentile, Washington 98125, SAFEWAY PORTLAND EMPLOYEES FEDERAL CREDIT UNION 2537 S. E. HAWTHORNE BLVD. PORTLAND, OREGON 97214 whose address is WIT'IESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with pow.r of sale, the f r.lov.ang-leaenbed real property SKAMANIA

LOTS 1 AND 2 OF BLOCK FIVE (5) RIVERVIEW ADDITION TO THE TOWN OF STEVENSON, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD AT PAGE 21 OF BOOK "A" OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

TOGETHAR WITH EASEMENT FOR JOINT USE OF PRIVATE ROADWAY ALONG THE NORTHERLY LINES OF LOTS 15 AND 16 OF BLOCK FIVE (5) OF SAID RIVERVIEW ADDITION AS MORE PARTICULARLY DESCRIBED IN DEED DATED MAY 27, 1947 AND RECORDED MAY 28, 1947 AT PAGE 350 OF BOOK 31 OF DEEDS, UNDER AUDITOR'S FILE NO. 36666, RECORDS OF SKAMANIA COUNTY, WASHINGTON.



which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and apputtenances now or hereafter thereunto 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

THIRTY THOUSAND FIVE HUNDRED DOLLARS AND NO/100 Dollars (\$ 30,500.00 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 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, 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:

- 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 lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, free, or encumbrances impairing 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 lazards in an amount not ley 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 have loss 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 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 then in force shall pass to 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 Trustes, and to pay all costs and expentes, including cost of little search and afterney's lites in a reasonable amount, in any such attion or proceeding, and in any sult brought by Beneficiary to foreclose this Deed of Trust.
- 5. To pay all costs, fees and expenses in connection with this Deel of Trust, including the expenses of the Trust's incurred in enforcing the obligation recurred hereby and Trust's and attorney's fees actually incurred, as provided by statute.
- 6. Should Grantor fall to pay when due any taxos, assessments, historance premiums, ilens, encumbrances or other charges against the property hereinabova described, Beneficiary may pay the samu, and the amount so paid, with interest at the rate set forth in the mote secured hereby, shall be added to said become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

- 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 salfafy the obligation secured hereby, shall be paid to Beneficiary to be applied to said 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 at 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 reconvayance 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), at public auction to the highest bidder. Any person except Trustee may bid at Trustice's sale, Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reaconable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the stupius, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filling 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 Cirantor 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 tale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facto evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.
- 6. The power of rale conferred by this Deed of Frust 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 force used as a mortgage.
- 7. In the event of the death, incapacity, is shillty 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 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.
- 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, devisces, ligatees, 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.

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STATE OF WASHINGTON A COUNTY OF SKANANIA THOMAS IN THE HAND TO BE THE MANUAL TO BE KNOWN TO be the individual described in and who executed the wideling and foregoing instructions, and acknowledged that FIETH oregoing instructions,	STATE OF WASHINGTON COUNTY OF
same as. THEIP free and voluntary act and dried for the uses and purposes therein mentioned. GIVEN under my hand and official seal this has day of the color of	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 user 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 hereto affixed the day and year first above written.
Notary Cublic in and for the State of Wishington residing at _STEVENSON	Notary Public in and for the State of Washington, residing at

REQUEST FOR FULL RECONVEYANCE

Do not repord. To be used only when note has been paid.

TO: TRUSTCE,

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust Said note, logether 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 sursa owing to you under the rems 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 receively, without warranty, to the parties designated by the terms of said Dead of Trust, all the estate now held by you thereunder.

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