90199 When recorded mail to: Evens Financial Corp P. D. Box 254864 Sacramento, CA 95825

DUL 57

OF TRUST

SE 11996

THIS DEED OF TRUST is made this. 17th day of January 19.80., among the Grantor, JEFFERY L. PALLING AND ELAINE DALLING TITLE COMPANY (herein "Borrower") SKANANTA COUNTY

EVANS MINANCTAL CORP. (herein "Trustee"), and the Beneficiary,
a corporation organized and
existing under the laws of WASHINGTON , whose address is 1101, 30th, 5t.,
N.W. Suite 500, Washington R. C. 20007 , (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, in evocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Skanania

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION S, TOWNSHIP I NORTH, RANGE 5 E.W.M., DESCRIBED AS FOLLOWS:

SUBJECT TO A 30 FOOT EASEMENT FOR STARDUST DRIVE (PRIVATE).

ALSO KNOWN AS LOT 1 OF DALLING SHORT PLAT OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 5 E.W.M., RECORDED 4-20-78 UNDER AUDITOR'S FILE NO. 26-77, RECORDS OF SKA-MANIA COUNTY, WASHINGTON.

which has the address of ... Mro. 05L Stardust Lane. Washougel

Washington, 98671 h.rein "Property Address"); (State and 2 p Code)

Togernier with all the improvements now or hereafter creeted on the property, and all easements, rights, appurtanances, 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 for the leasehold estate if this Decelof Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender far the repayment of the indebtedness evidenced by Borrower's note dated . . .January 17, 1930 (herem "Note"), in the principal sum of . . . EARTY EIGHT THOUSAND installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2010 the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the regayment of any future advances, with interest thereon, made to Burrower by Lender pursuant to paragraph 21 hereof therein "Fature Advances").

Botrower 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 Lender's interest in the Property.

WASHINGTON-1 to a family-6/75-FHMA/FHLMC UNIFORM INSTRUMENT

UNIFORM COVENARIES. Borrower and Lender covenant and egree as follows:

Uniform Covenance. Borrower and Lender covenant and tarce as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Mole, prepayment and late charges as provided in the Note) and the principal of and interest on any Future Alvanters secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortiages insurance, if any, all as reasonably estimated initially and front time to time by Lender on the basis of assessments and hills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Pederal or state agency (including Lender is Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and gotend rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling sold assessments and hills, unless Lender pays Borrower interest on the Funds and applicable legistratic Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Corrower, and unless such agreement is lade or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower and interest or earnings the Funds. Lender shall not be required to pay Borrower and interest or earnings the Funds. Lender shall not be required to pay Borrower and interest or the Funds and the purpose for which each debit to the Funds was m

sman give to be provided, without change, an annual accounting of the Funds showing credits and debigs to Ne. Funds and the purpose for which cach debit to the Funds was made. The Funds are pledged as additional security for the sums recured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payble, prior to the data cases of taxes, assessments, insurance premiums and ground rents, shall exceed the amount riquired to pays and taxes, assessments travarance premiums and ground rents as they fall due, such excess thall be, at forrower's only on, either premiply repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, but they have been considered to Borrower any Funds held by Lender to Borrower requesting payment thereof.

Upon payment in full of a sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than Emmediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

A pplication of Payments. "Aless applicable law provides otherwise, all payments received by Lender the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower tarfer paragraph. 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain. In priority over this Deed of Trust, and leashedd payments or ground rents, if any, in the ma

insurance carrier.

All insurance princips and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of earlier from acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower chall at any any in the event of loss, and Borrower shall also create to be insurance carrier and I ender. Lender may make proof of loss if not made promptly

Borrower shall good compute the termination of repair and I ender. Leader may make proof of loss if not made promptly by Borrower.

Unless I coder and Borrower is not therefore the property described and the security of this Deed of Trest is not tearenly managed. Specially, I such restoration or repair is economically leaded and the security of this Deed of Trest would be impaired, the impaired of the security of the Deed of Trust would be impaired, the impaired property and shall be applied to the sums secured by this Deed of Trust, with the excess, it any, paid to Borrower if the Property a bandoned by Borrower, or If Borrower falls to respond to Leader within 30 days from the date notice is mailed by Leader, as Dorrower that the insurance arrier offers to settle a claim for insurance benefits. Leader is authorized to collect and any by the insurance proceeds at Leader's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Leader and Borrow by 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 pair graph 18 hereof the Property is acquired by Leader, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lent by to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

acquisition.

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6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Betre-wer 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 condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium, or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development 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 this Deed of Trust as if the rider were a part hereof.

small 25 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 Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceeding's involving a brakrupt of decedent, then Lender at Lender's option, upon notice to Borrower, may make such uppearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage instruments a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance meffect until such time as the requirement for such insurance terminates in accordance with Berrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Rorrower and Lender agree to other terms of payments, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law. In which were such amounts shall bear interest at the highest rate permissible under agree to be made reasonable entries upon and inspections of the Property, provided that Lender hall give Borrower notice prior to any such inspection specifying reasonable cause therefo were a part hereof.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if ony, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds

path to Horrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after 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 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 paringraphs 1 and 2 hereof or change the amount of such installments.

such installments.

10. Borrower Not Released. Extension of the time for payment or involification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender choic not be 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 by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearante by Lender Not a Walver. Any forbeasance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a walver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a walver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Camulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or alforded by law or equity, and may be exercised concurrently, independently or successively.

12. Remedies Camulative. All remedies provided in this Deed of Trust are distinct and camulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exerc sed consurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereinder shall inute to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions 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. Noffice. Except for any notice required under applicable law to be given in another manner, (a) any notice to the torrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail, notice to the provision of the given by certified mail, return receipt a required. In Lender's address of a such other address as Borrower may designate by notice to Lender's address stated herein, and (b) any notice to Lender shall be given by certified mail, return receipt a required. In Lender's address stated herein, and (b) any notice to Lender shall be deemed to have been given to Borrower at provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower at render when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability, This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located in the cert that any provision or clause of this Deed of Trust or the Note which can be given addressed to make the provisions of the De

Not Distributed Covenants. Borrower and Lender further covenant and agree as follows:

Lender may, without further novee or demand on Borrower, avoke any remedies permitted by paragraph 18 hereof

No. L'attoux Covernation. Burtower and Lender (urther covenant and agree as follows:

18. Acceleration: Remedies, Exceed as proxibiled in paragraph 17 hereof, apon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due my sums seemed by this Deed of Trust. Lender prior to acceleration shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable fave to Borrower and to the other persons prescribed by applicable fave to Borrower and (a) that fallure for the care and the fall of the property of the delet specified in the notice may result in acceleration of the sums accured by this Deed of Trust and sale of the property at public auction at a date not less than 120 days in the future. The netice shall further inform Borrower of (i) the right to reinside after acceleration, (ii) the right to bring a count action to essert 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 notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sum, secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remeiles permitted by applicable law, Lender shall the such action regarding antice of acceleration and foreches and the such action regarding notice of a default or offect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, tender shall give witten notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to resons a upplicable law may re

including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Londer may reasonably require secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower's obligation to pay the sums the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents Appointment of Receiver, Lender in Possession, As additional security hereunder, Borrower 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 occome due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by rents of the Property, including those past due. All rents collected by Lender or the receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the of the costs of management of the Property and collection of rents, including, but not limited to, receiver's honds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be applied first property by Trustee to Borrower, may make Future Advances to Rorrower. Such Future Advances, with interest thereon, shall be 22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall be request Trustee to Reconveyance. Upon payment of all sums secured by this Deed of Trust to thereto. Such person or persons shall pay all costs of recordation, if any.

23. Substitute Trustee to Inaccordance with applicable law, Lender may from time to time appoint a successor trustee thereto. Such person or persons shall pay all costs of recordation, if any.

24. Use of Property, The Property is not used principally for agricultural or farming purposes.

In Witness Wherror. Borrower has executed this Deed of Trust.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust. STATE OF WASHINGTON, SHOWING Las County ss: in the known to be the individual(s) described in the individual (s) described in the individu to me known to be the individual(s) described My Commission expires: 8 24 183 Notary Public in and for the State of Washington residing at-REQUEST FOR RECONVEYANCE The undersigned is the helder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel 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 the Deed of Trust to the person or persons legally entitled thereby.

(Space Below This Line Reserved For Lander and Recorder)

COUNTY OF SKAMMEN S

I HEREBY CENTIFY THAY THE WIFMIN

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