



92142

DEED OF TRUST

45th recording

SAFECO TITLE INSURANCE COMPANY

SAFECO

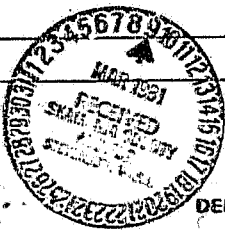
Registered
Index, Vol. 2
Index, Vol. 2
Recorded
Filed

Filed for Record at Request of

Name

Address

City and State



DEED OF TRUST

BOOK 57 PAGE 778

THIS DEED OF TRUST, made this 3rd day of February, 1981, between

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Teresa Hines

OF Portland, Or

AT 3:40 P M Mar 9 1981

WAS RECORDED IN BOOK 57

OF Mtg. AT PAGE 778

RECORDS WASHINGTON COUNTY, OREGON

J. L. McManis

COUNTY AUDITOR

B. Ballock

DEPUTY

THIS DEED OF TRUST, made this 3rd day of February, 1981, between

ERHARD K. URSIN and JANA URSIN, husband and wife,

whose address is 4171 N. Overlook Terrace, Portland, Oregon 97217, Grantor,

SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 2615 4th Avenue, Seattle, Washington 98125,

and MICHAEL MUELLER and GUNN MUELLER, husband and wife, and CESARE BRENCHESCHI

LAENDERHANN, Salzburg, Austria

whose address is Chergalmberg 43, Lienz, Austria, Beneficiary,

WITNESSETH Grantor hereby begins, sells and conveys to Trustee in Trust, with power of sale, the following described real property

in Snohomish County, Washington:

The Northwest quarter of the Northwest quarter of Section 2, Township 1 North, Range 5 East of the Willamette Meridian. SUBJECT TO a non-exclusive easement reserved by Grantor for ingress and egress, 60 feet in width, for roadway purposes only, over the existing railroad grade lying within the above described property. TOGETHER WITH a non-exclusive easement for ingress, egress, 60 feet in width, over the existing railroad grade lying within the following described property: BEGINNING at a point in the center of the County Road 7.56 chains North of the quarter corner on the West line of Section 2, Township 1 North, Range 5 East of the Willamette Meridian; thence North 18°25' East 6 chains; thence North 39°38' East 4.71 chains; thence North 58°16' East 2.02 chains; thence North 56°15' East 2 chains; thence North 61°18' East 1.87 chains; thence South 87°03' East 9 chains; thence North 1.77 chains; thence West 20 chains to the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 2; thence South 12.87 chains to the point of beginning; all in Section 2, Township 1 North, Range 5 East of the Willamette Meridian.

EXCEPT Public Roads.

SUBJECT TO easements, rights and reservations of record existing as of July 24, 1968.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereto belonging or in any way 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

Fourth-five Thousand and no/100

Dollars (\$ 45,000.00)

with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary on order and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sum 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 provide the security of this Deed of Trust, Grantor covenants and agrees:

1. 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, liens 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 hazards to an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and he in such capacities as the Beneficiary may approve and have his 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 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 Trustee, and to pay all costs and expenses, including cost of the 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 incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property heretofore described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt 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 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 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 thereto, on written request of the Grantor and the Beneficiary, 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), at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney'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. 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 Grantor had or had the power to convey at the time of its execution of this Deed of Trust, and such as he may then acquire thereafter. Trustee'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 prima facie 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 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, devisees, legatees, 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.
9. In case of a transfer or sale of the above described real estate, the entire principal sum then owed on the promissory note secured by this Deed of Trust shall become immediately due and payable and the beneficiaries may declare default for failure to so pay.

Edward K. Ursin
Tania Ursin

STATE OF WASHINGTON
 COUNTY OF Clark ss.

On this day personally appeared before me
EDWARD K. URSIN and TANIA URSIN,
 to me known to be the individual described in and
 who executed the within and foregoing instrument,
 and acknowledged that they signed the
 same as their free and voluntary act and
 deed, for the uses and purposes therein men-
 tioned.

STATE OF WASHINGTON
 COUNTY OF _____ ss.

On this _____ day of _____, 19____, before me, the undersigned, a
 Notary Public in and for the State of Washington, duly commissioned and sworn,
 personally appeared _____

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 uses and purposes therein mentioned, and on that date 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 Public in and for the State of Washington,
 residing at _____



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 _____