

When recorded mail to:  
Raduff Mortgage Co.  
302 E. 17th St.  
Tancouver, WA 98660

STATE OF WASHINGTON

92211

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one-to-four-family provisions of the National Housing Act.

THIS DEED OF TRUST, is made this 25th day of March, 1981.

BETWEEN Richard J. Kingsley and Cecilia J. Kingsley, husband and wife, as Grantor,

whose address is 1010 1/2 Street N., Washington,

and CLARE ANNE WYLLIE, as Trustee,

whose address is 1201 Main Street, Vancouver, Washington,

and

RADUFF MORTGAGE CORPORATION, as Beneficiary,

whose address is 3020 West 1st Ave., Portland, Oregon,

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in \_\_\_\_\_ County, Washington.

A tract of land located in the Southeast Quarter of the Southwest Quarter of Section 20, Township 2 North, Range 2 East of the Willamette Meridian, Skamania County, Washington described as follows:

BEING, at the intersection of the centerline of County Road No. 7011, designated as Old Duncan Creek Road, and the centerline of an existing gravel road, described in Real Estate Contract dated September 22, 1971, between Mary J. Miller as Purchaser, recorded at page 64 of 200-64 of Deeds, records of Skamania County, Washington; the 1/2 of 300' x 50' lot what also is the centerline of said gravel road 200 feet; the 1/2 of 300' x 50' lot; the centerline of the Duncan Creek Road; the 1/2 of 300' x 50' lot; the centerline of the gravel road; and the 1/2 of 300' x 50' lot.

THIS DEED OF TRUST IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the Debt.

and interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, and which is hereby made a part hereof and is hereby assigned to Beneficiary to the extent of the amount of the note and interest thereon.

That he will pay the principal and interest on the note in accordance with the terms hereof, and will pay the debt in whole or in amount equal to one or more payments on the note on the first day of each month beginning on the first day of the month next following the date hereof. That written evidence of the amount of each payment shall be furnished to Beneficiary by the Trustee.

That he will pay to Beneficiary together with and in addition to the monthly payments of principal and interest payable under the note, an amount sufficient to cover the cost of the Beneficiary's insurance policy on the real property, the cost of the mortgage and the cost of recording and other taxes, costs, as follows:

(1) a fee for title insurance and other charges as shown on a statement of charges prepared by the Secretary of the National Housing Act, or an amount sufficient to cover the cost of the Beneficiary's insurance policy on the real property, the cost of the mortgage and the cost of recording and other taxes, costs, as follows:

(2) an amount sufficient to cover the cost of the Beneficiary's insurance policy on the real property, the cost of the mortgage and the cost of recording and other taxes, costs, as follows:

(3) a fee for title insurance and other charges as shown on a statement of charges prepared by the Secretary of the National Housing Act, or an amount sufficient to cover the cost of the Beneficiary's insurance policy on the real property, the cost of the mortgage and the cost of recording and other taxes, costs, as follows:

(4) a fee for title insurance and other charges as shown on a statement of charges prepared by the Secretary of the National Housing Act, or an amount sufficient to cover the cost of the Beneficiary's insurance policy on the real property, the cost of the mortgage and the cost of recording and other taxes, costs, as follows:

(5) a fee for title insurance and other charges as shown on a statement of charges prepared by the Secretary of the National Housing Act, or an amount sufficient to cover the cost of the Beneficiary's insurance policy on the real property, the cost of the mortgage and the cost of recording and other taxes, costs, as follows:

(6) a fee for title insurance and other charges as shown on a statement of charges prepared by the Secretary of the National Housing Act, or an amount sufficient to cover the cost of the Beneficiary's insurance policy on the real property, the cost of the mortgage and the cost of recording and other taxes, costs, as follows:

(7) a fee for title insurance and other charges as shown on a statement of charges prepared by the Secretary of the National Housing Act, or an amount sufficient to cover the cost of the Beneficiary's insurance policy on the real property, the cost of the mortgage and the cost of recording and other taxes, costs, as follows:

087-1246

Raduff PMA 21087, which may be used.

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3. In the event that any payment or portion thereof is not paid within fifteen (15) days commencing with the date it is due, the Beneficiary may collect and the Grantor agrees to pay with each payment, a "late charge" of four cents (4¢) for each dollar (\$) so overdue as liquidated damages for the additional expense of having such delinquent payments.
4. If the total of the payments made by Grantor under (a) of paragraph 2 shall exceed the amount of payments actually made by Beneficiary for ground rents, taxes, assessments and insurance premiums, such excess, if the loan is current, at the option of Grantor, may be credited by Beneficiary on subsequent payments to be made by Grantor, or refunded to Grantor. If, however, the monthly payments made under (b) of paragraph 2, shall not be sufficient to pay ground rents taxes, assessments and insurance premiums, when the same shall come due and payable, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency on or before the date when the payment of such ground rent, taxes, assessments, or indebtedness premiums shall be due, if at any time Grantor shall tender to Beneficiary, in accordance with such ground rent, taxes, assessments, or under the provisions of (a) of paragraph 2, which Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated pursuant to (b) of paragraph 2. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amount of principal then remaining unpaid under said note and properly adjust any payments which shall have been made under (a) of paragraph 2.
5. To keep the property in good order and condition and not to commit or permit any waste thereof. To allow Beneficiary to inspect the property at any time during reasonable hours.
6. To complete or restore promptly and in good workmanlike manner a any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:
- To commence construction promptly and in any event within thirty (30) days from the date of the commitment of the Department of Housing and Urban Development, and complete same in accordance with plans and specifications satisfactory to Beneficiary.
  - To complete all buildings or other structures being or about to be built thereon within six (6) months from date hereof.
  - To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice to Grantor of such fact, consecutive days.
  - That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit sworn by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any building, improvements thereon or any fixtures or other property in or used in connection with said building or improvements.
8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.
9. To keep the buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as held by the Beneficiary and have attached thereto loss payable clauses approved by the Beneficiary, and the policies and renewals thereof shall be held by the Beneficiary. All insurance shall be carried in companies approved by the Beneficiary, and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged, in event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the Beneficiary.
10. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights or powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding, the Grantor will, at all times, indemnify from, and, on demand, reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the amount of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable forthwith in the event of this Deed of Trust.
11. To pay at least ten (10) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts and pay all taxes, reasonable costs, fees and expenses of this Trust; on default hereunder Beneficiary may, at its option, pay, or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.
12. To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure at the rate provided on the principal debt, and if repayment thereof shall be secured hereby, failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder, or, Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action together with a reasonable attorney's fee.
13. To do all acts and make all payments required of Grantor to make said note and this Deed eligible for insurance under the National Housing Act and any amendments thereto, and all regulations promulgated thereunder, within the time and in the manner required by said Act, any amendments thereto, and said regulations, and agrees not to do, or cause or suffer to be done, any act which will void such insurance so long as any obligation hereby secured remains unfulfilled.

IT IS MUTUALLY AGREED THAT:

14. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may, Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes, commence, appear in and defend any action or proceeding supporting to affect the security hereof or enter upon the property of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, claim or lien which in the judgment of either appears to be prior or superior hereto, and exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel, and pay his reasonable fees.
15. Should the property or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake, or in any other manner, Beneficiary may, at its option, commence, appear in and prosecute, defend, compromise or settle, in connection with such proceeding, in connection with such taking or damage, and obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting the property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same on any indebtedness secured hereby or apply the same to the restoration of the property, as it may elect. Grantor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds as Beneficiary or Trustee may require.
16. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.
17. At any time upon written request of Beneficiary, payment of its fees and presentation of this Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness Trustee may consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subdivision or other agreement affecting this Deed or the lien of charge thereof; (d) reconvey, without warranty, all or any part of the property. The Grantor in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.
18. The collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
19. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder or should this Deed and said note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to eight (8) months' time from the date of this Deed, declining to insure said note and this Deed, being deemed conclusive proof of such ineligibility), or should the commitment of the Department of Housing and Urban Development to insure this loan cease to be in full force and effect for any reason whatsoever, Beneficiary may declare all sums secured hereby immediately due and payable. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder.
20. 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 said Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, 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 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. Trustee shall deliver to the purchaser secured by this Deed of Trust, (1) the expense of sale 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 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. 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 and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. In the event of the death, incapacity or 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 Trustee is not obligated to notify any party hereto of pending sale at the sale of the property...

21. This Deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, assigns, personal representatives, and assigns of the Grantor...

22. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the address of the grantor above described; or to such other address as Grantor has requested in writing in the Beneficiary; that such notice be sent...



DO NOT WRITE IN THESE SPACES
RICHARD J. KINGSLEY
Sandra J. Kingsley
DANDRA J. KINGSLEY

STATE OF WASHINGTON )
COUNTY OF Clark )

I, the undersigned, Terri C. Thomson, hereby certify that on this 25th day of March 19 81 personally appeared before me Richard J. Kingsley and Sandra J. Kingsley described as and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Notary Public for the State of Washington, residing in Vancouver

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 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 \_\_\_\_\_

STATE OF WASHINGTON
COUNTY OF Clark
I hereby certify that this within Deed of Trust was filed in this office for Record on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and was duly recorded in Book \_\_\_\_\_ County, State of Washington, on page \_\_\_\_\_

County Auditor
By \_\_\_\_\_ Deputy
HUDDENBY CLARK
MAY 1981