

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. Beneficiary shall in the event of default deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

Upon such default Beneficiary may take possession, either personally, by an agent or through a receiver appointed by any court, exclude trustor therefrom, use, operate, manage and control such property and conduct the business thereon and with or without taking possession may collect and receive the rents and proceeds therefrom, which rents and proceeds are hereby assigned to Beneficiary, such assignment to become effective at the time a notice of default hereunder is filed for record in the office of the Recorder of the County in which the land herein described is situated. Such rents and proceeds which may be received by the Beneficiary shall be applied in the same manner as the proceeds of any sale hereunder, but shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

At least three months having elapsed after recordation of a notice of default, Trustee shall give notice of sale as then required by law, and, without demand on Trustor, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder if any to the person or persons legally entitled thereto.

6. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including pledgees, of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

7. 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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

C. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at his mailing address opposite his signature