	44-002210-3	er year
Armedican Savings Mortgage Corporation 9320 SW Barbur Blvd.	18910112	
Suite 255 Portland, Oregon 97219	JAN 1986 5	
CV (1/6)1	and the state of t	
03-75-36-3-3-0900-00 Docothy Z. No. 16 E SX	RECEIVED AND STATE OF THE PROPERTY OF THE PROP	, a
Granfor, whose address is 7 3. E. Cos code Ave	SLEARCH WASH	; City o
STEVENSSEY , County of SKABI ANIA	ACCEPTE State of Washington, and	
Safeco Title Insurance Company	as Trustee, whose address is	1.
2615 Fourth Ave. City of Seattle		. State o
Washington and Western Bulders I Design Coip	Regrier d	<u> </u>
as Beneficiary, whose address is 4967 No E. Hand Rec	Indirect	5
City of Portioned State of Oregon	Filmed of	
WITNESSETH:	Mailed	
That Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, the following SKARANIA	ng described property, situated in the County of	
The East one-half of Lot 10, and all of lot 11, in \$1	look 2 of progration	
ADDITION TO THE TOWN OF STEVENSON, according to the c	official plat there	ന ച്
of on file and of record in the office of the Auditor	of Skamania County.	
Washington. EXCEPT that portion thereof lying within	i the right of way acquired	· .

which Property is not used principally for agricultural or farming purposes, together with all buildings, fixtures and improvements thereon, and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with the groperty, of any part thereof (subject, however, to the right, power and authority herein given to and conferred on Beneficiary to collect and apply such rents, issues and profits):

by the Spokane, Portland and Seattle Railway Company.

For the purpose of securing: (1) payment of the indebtedness and all other lawful charges evidenced by a retail installment contract ("Contract") of even date herewith, under which the amount linanced is There That some with the amount linanced is There That some with interest as therein set forth, and any extensions and or renewals or modifications. thereof; (2) the performance of each agreement of Grantor herein contained; (3) the payment of such additional contracts, loans or advances as hereafter may be made to Grantor, or his successors or assigns, together with interest thereon at such rate as shall be agreed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the ferms hereof; together with interest thereon as herein provided.

To protect the security of this Deed of Trust, Grantor coverants and agrees to the following, and on presentation to Trustee of an afficiant signed by Beneficiary setting forth facts showing Grantor's default of any of the following covenants and agreements. Trustee is authorized to accept as true and conclusive all facts and statements therein, and to act thereon as provided herein after:

- statements therein, and to act thereon as provided hereinafter:

 1. To keep the Property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and works mantike manner any building that may be constructed, damaged or destroyed thereon, to comply with all laws, regulations, covenants and restrictions affecting the Property; not to commit or permit waste thereof, not to commit, suffer or permit any act on the Property in violation of law. On all other acts which from the character or use of the Property may be reasonably necessary. The specific enumerations herein not excluding the general. If the contract secured hereby of any part, thereof is being obtained for the purpose of linancing improvements to the Property, Grantor further agrees:

 (a) to commence construction of said improvements promptly and to pursue the same with reasonable difference to completion in accordance with plans and specifications satisfactory to Beneficiary, and (b) to allow Beneficiary to inspect the Property at all times during construction.

 2. To provide and maintain insurance against loss by fire and other such casualities as Beneficiary may require in an amount, for such term, and in company or companies satisfactory to Beneficiary with loss or damage, Grantor shall give immediate notice to Beneficiary. Beneficiary may make proof of loss and settle and adjust all claims the eunder, applying the proceeds at its option to reduction of the amount due hereunder or to the restoration of repair of the property damaged. Payments of such loss shall be made directly to Beneficiary. In the event of the amount due hereunder or to the restoration of repair of the property damaged. Payments of such loss shall be made directly to Beneficiary, then Beneficiary may itself procure and maintain such insurance and charge the cost thereof to Grantor under the provisions of paragraph 4 hereof.
- itself procure and maintain such insurance and charge the cost thereof to Grantor under the provisions of paragraph 4 hereof
- 3. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights of powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorneys (see in a reasonable sum incurred by Beneficiary or Trustee.
- 4. To pay at least ten (10) days before delinquency all taxes, assessments and payments under any mortgage. Deed of Trust, real estate contract or other encumbrance affecting the Property, to keep the Property free and clear of all other encumbrances, charges and liens impairing the security of this Deed of Trust; to pay all costs, fees and expenses of this trust. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property hereinabove described. Beneficiary may pay the same, and the amount so paid, with interest set forth at the rate in the Contract secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
- 5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expense of the Trustee Incurred in enforcing the obligation secured hereby and Trustee's lees and attorneys fees incurred by Beneficiary.
- 6. Not to voluntarily transfer or agree to transfer the Property, any part thereof or any interest therein, or any transfer of a beneficial interest in Grantor (if Grantor is not a natural person), without (irst obtaining the prior written consent of Beneficiary, which consent Beneficiary may grant or withhold in its sole discretion. Any such transfer, if Beneficiary shall not so consent, shall constitute a breach of Grantor's agreement and a default under the terms hereof and the Contract it secures. Transfer" includes, without limitation, sales under a land sale contract, assumptions of this Deed of Trust, and transfers by operation of law.

It is mutually agreed that:

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- Lin 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.
- 8. 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.
- 9. 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 or its authorized agent shall sell the Property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trusteemay 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 deposited with the clerk of the superior court of the county in which the sale. took place to be distributed in accordance with RCW 61.24.080.
- 19 rustee 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 his execution of this Deed of Trust, and such as he may have acquired thereafter. The 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 fille purchasers and encumberancers for value
- 11. 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.
- 12. The failure out the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right, nor shall the acceptance of payment of any sum secured hereby operate as a waiver of the right to require prempt payment of all other sums, and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default,
- 13. If Grantor applies to Beneficiary for consent to transfer the Property in the manner described in paragraph 6 above, then Beneficiary can consider the prospective transferee as a new applicant for financing, taking into consideration all factors which it deems necessary to protect its settinity. As a condition of its consent formalism, the protect its settinity in its discreation, impose an assumption fee in accordance with a schedule then in effect, and may increase the interest rate of the remaining indebtedness to the prevailing rate for similar contracts at that time. Beneficiary may then increase the amount of each installment

16. This Deed of Trust shall be construed according to the laws of the State of Washington. 17. The Grantor convenants and agrees to and with the Beneficiary and those claiming under him, that he is lawfully seized in fee simple of the Property and has valid unencumbered title, except as otherwise disclosed to Beneficiary in writing, and that Grantor will warrant and forever defend said interest against all persons whomsever. IN WITNESS WHEREOF, the Grantor has caused those presents to be executed this. 2 day of December 1935. ACKNOWLEDGMENT ACKNOWLEDGMENT Ss. On this day personally appeared before me December 1935. On this day personally appeared before me December 1935. In the individual described in and who executed the within and foregoing instrument, and acknowledged that St. executed said instrument as 2000. If the end voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this 2000 day of December 1935. ASSIGNMENT FOR VALUE RECEIVED, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to American Savings Mortgage Corporation, whose address is 9320 SW Barbur Blird, Suite 255, Portland, Oregon 97219, all beneficial interest under this Deed of Trust together with the Retail Installment Contract thegin described and referred to; the money due and to become due thereon, with interest, and all rights ac-				and the state of t	a all the title probate
ACKNOWLEDGMENT ACKNOWLEDGMENT	14. For any reason permitted by faw, Beneficiary may at a dies and authority of the trustee named herein or any succ	iny timo appoint or cau: essor trusteo	se to be appointed a succes	sor trustee who shall successo	o an the little, possin,
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ASSIGNMENT FOR VALUE RECEIVED, the undersigned as Beneficiary, hereby grapts, conveys, assigns and transfers to Attendant State of the corporation whose address is 320 SW Barbur Blud. Suite 255, Portland, Oregon 9:219, all beneficial interest under this Deed of Trust together with the Retall installment Contract therein described and reterred to, the money due and to become due thereon, with interest, and all rights accrued under said Deed of Trust. DATE INDIVIDUAL/CORPORATE ACKNOWLEDGMENT STATE OF Cregor INDIVIDUAL/CORPORATE ACKNOWLEDGMENT STATE OF Cregor INDIVIDUAL/CORPORATE ACKNOWLEDGMENT STATE OF Cregor ASSIGNMENT ASSIGNMENT ASSIGNMENT ASSIGNMENT ASSIGNMENT ASSIGNMENT ASSIGNMENT ASSIGNMENT FOR VALUE RECEIVED, the undersigned as Assignee Beneficiary, hereby grants, conveys, assigns and transfers to American Savings and Loan Association of Lake Jackson, Texas, all of its indirect under this Deed of Trust and the figure	o be the individualdescribed in and who execu	nd deed, for the uses	and purposes therein m	nentioned.	2 m
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ASSIGNMENT FOR VALUE RECEIVED, the undersigned as Assignee Beneficiary, hereby grants, conveys, assigns and transfers to American Savings and Loan Association of Lake Jackson, Texas, all of its interest under this Deed of Trust and the Retail Installment Contract therein described. DATE January 8th 19.86 AMERICAN SAVINGS MORTGAGE CORPORATION By Robert C Buxman, Senior VP CORPORATE ACKNOWLEDGMENT STATE OF OREGON) ss. County of Multnomah On this day before me appeared Robert C Buxman known to me to be the Senior VP of the corporation that executed the foregoing instrument and acknowledge such execution be the free and voluntary act and deed of such coloridation, to the uses and purposes described in it, and stated on cath that (s)he was authorized to execute it on behalf of the corporation.		š3_day o	1 Townery	, 19 <u>.8%</u>	34,
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STATE OF WASHINGTON | SS
COUNTY OF SKAVANIA | SS
I HEREBY CERTIFY THAT THE WITHIN
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SKANDANUA COUNTY TITLE (O.
OF STEVENSOIN, WAL
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