

Mail to: Key Bank of Washington
P.O. Box 2145
Seattle, Wa. 98111

234-275-777330

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115060

DEED OF TRUST

THIS DEED OF TRUST is made this 27TH day of November, 1992
BETWEEN LEROY ZIEGLER, AS HIS SEPARATE ESTATE, as Grantor,
whose address is MP 0.09L MEMORY LANE, UNDERWOOD, WA 98651
and SKAMANIA COUNTY TITLE COMPANY, as Trustee,
whose address is PO BOX 277 STEVENSON, WA 98648
and KEY BANK OF WASHINGTON, a Washington Banking Corporation, as Beneficiary, whose address is
73 NE Estes Ave, White Salmon, Washington 98672

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

SW 1/4 of the SE 1/4 of Section 16, Township 3 North, Range 10 East W.M.
Tax Lot 1100 of Assessor's May 3-10-16, Skamania County Washington

RECORDED FOR ACCESS PURPOSES ONLY

FILED FOR RECORD
SKAMANIA COUNTY
BY SKAMANIA CO. TITLE

DEC 2 11 03 AM '92

GARY H. OLSON

Reviewed

Indexed

Indirect

Filmed 12/28/92

Mailed

TOGETHER with all the tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, and all fixtures and property that may be now located upon said real property or may hereafter be installed in or attached to or used in or adapted for use in the operation of the property and improvements, including, but without being limited to, all trees, shrubs, rockeries, retaining walls, walks, driveways, buildings, structures, and all elevators and elevator machinery, wall beds, and other beds affixed to or used in connection with the building, shades, screens, boilers, water heaters, furnaces, oil burners, stokers, thermostats, controls and ventilating, plumbing, lighting, heating, cooking, cooling, watering, irrigating and refrigerating equipment and appliances now or hereafter installed or placed in, located upon or used in connection with said premises by the Grantor or any successor to Grantor's interest in said premises, and including party walls, waters and water rights and easements, if any, on any side of said premises, and the agreements and rights of the Grantor in respect of such party walls, easements, rights and agreements, all of which shall be deemed a part of the real estate, whether affixed or annexed or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby. Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this Deed of Trust on any property.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor contained herein and payment of the sum of *****
DOLLARS (\$ 0.00) with interest thereon according to the terms of the promissory Note of even date herewith, payable to Beneficiary or order and made by Grantor, all renewals, refinancings, modifications or extensions thereof and also such further sums 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 and all other indebtedness and obligations of Grantor to Beneficiary presently existing or hereafter arising, directly or indirectly, and interest thereon.

The Grantor covenants as follows:

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1. That the above described mortgaged property is not used principally for agricultural or farming purposes.
2. That each Grantor has good right, power and authority to convey and encumber the same and will forever warrant and defend the lien and priority of this Deed of Trust against the lawful claims of all persons; that each Grantor will pay all sums secured hereby when for any cause the same shall become due; that Grantor will not suffer or permit the above described property to be maintained or used in violation of any laws, municipal ordinances or regulations; that the above described property will not become subject to any lien or encumbrance which threatens the validity or priority of this instrument, that during the continuance of this Deed of Trust Grantor will neither cause nor suffer waste of any part of the above described property.
3. That Grantor will keep the improvements upon such property constantly insured for the benefit of the Beneficiary against fire and all other hazards and risks, including war risks, required by Beneficiary in such manner and amounts and in such companies and under policies in form approved by Beneficiary and cause all policies and renewals thereof, together with receipts showing payment of the premium therefor, to be deposited with the Beneficiary at least thirty (30) days prior to the expiration of any existing insurance; that Grantor will pay all premiums upon any life insurance policy which may be held by the Beneficiary as additional security for the debt herein referred to. All policies for such insurance shall be carried in companies approved by Beneficiary, shall be subject to the approval of Beneficiary as to amount, content and forms of policies and expiration dates (provided that any policies approved in writing by Prior Mortgagee shall also be deemed approved by Beneficiary) shall contain a Non-Contributory Standard Mortgagee Clause and the Lender's Loss Payable Endorsement, or their equivalents, in favor of Prior Mortgagee and Beneficiary, and shall provide that the proceeds thereof shall be payable to Prior Mortgagee and Beneficiary. Grantor hereby assigns to Beneficiary (subject to the rights of Prior Mortgagee) all insurance proceeds which it may be entitled to receive and such proceeds shall be delivered to and held by Beneficiary to be applied, at the sole discretion and option of Beneficiary, (i) to the reduction of the unpaid principal of the indebtedness secured by this Deed of Trust; or (ii) to the restoration of the Premises or any portion of the Premises that has been damaged or destroyed to the same condition, character and value as nearly as may be to that as existed prior to such damage or destruction.
4. That Grantor will pay all taxes, liens and assessments now or hereafter levied upon or charged by any governmental body against the above described property or on account thereof and against this instrument and the debt hereby secured and the interest thereon and exhibit to the Beneficiary official receipts showing payment thereof ten (10) days before the delinquency of such taxes, liens and assessments; Beneficiary shall be the sole judge of the legality and validity of any tax, lien or charge and official receipts therefor shall be conclusive evidence of the payment, amount and validity thereof unless Grantor in good faith is diligently contesting the same and shall indemnify the Beneficiary thereof to its satisfaction.
5. That there exists Prior Mortgage(s) or Deed(s) of Trust on the Premises described as follows:

Grantor covenants and warrants to Beneficiary that it will timely perform or cause to be performed all of the obligations of Grantor under the Prior Note and the Prior Mortgage and agrees that default thereunder may, at the option of Beneficiary herein, be treated as default hereunder. Grantor covenants and warrants to Beneficiary that it will not execute any amendment to the Prior Mortgage changing the rate of interest thereunder, or changing the term or payment terms thereof, or incur any additional indebtedness secured by the Prior Mortgage, without the prior written consent of Beneficiary herein, which consent may be withheld in Beneficiary's sole discretion, or execute any other amendment of the Prior Mortgage without the Beneficiary's prior written consent (which, as to such other amendments, will not be unreasonably withheld). Beneficiary reserves the right to perform any of the obligations of Grantor under the Prior Mortgage, or to pay any sums required to be paid by the Grantor by the terms of the Prior Note or the Prior Mortgage, and Grantor agrees that no such performance or payment by Beneficiary shall be deemed a waiver by Beneficiary of its right to treat the failure of Grantor to perform such obligations or make such payments as a default hereunder.

In the event that Beneficiary so elects to make any payment and/or perform any act upon which Grantor has defaulted, then at the option of the Beneficiary all monies so paid and all costs and expenses incurred thereby, including reasonable attorneys' fees, may be added to the debt which is secured by this Deed of Trust and bear interest at the default rate specified in the Note, or all monies so paid and all costs and expenses incurred thereby, including all reasonable attorneys' fees, may be declared immediately due and payable and such sums shall bear interest at the default rate specified in the Note until paid, and Grantor's failure to reimburse Beneficiary upon demand therefor shall constitute a further event of default under this Deed of Trust. Beneficiary does not assume any of the obligations of Grantor under the Prior Note and Prior Mortgage.

Grantor will promptly notify Beneficiary in writing of any default by Grantor in the performance or observance of any of the terms, covenants or conditions on the part of the Grantor to be performed under the Prior Note or the Prior Mortgage.

Grantor will (a) promptly notify Beneficiary in writing of the receipt by Grantor of any notice (other than notices customarily sent on a regular periodic basis) from the mortgagee under the Prior Mortgage and of any notice noting or claiming any default by Grantor in the performance or observance of any of the terms, covenants or conditions on the part of the Grantor to be performed or observed under the Prior Note or the Prior Mortgage, and (b) promptly cause a copy of each such notice received by Grantor from the mortgagee under the Prior Mortgage to be delivered to Beneficiary.

Grantor will, within ten (10) days after written demand from Beneficiary, use its best efforts to obtain from the Mortgagee of the Prior Mortgage and deliver to the Beneficiary a certificate stating that such Prior Mortgage is in full force and effect, is unmodified, that no notice of default thereunder has been served on the Grantor thereunder and stating whether or not there are any defaults thereunder, and specifying the nature of such defaults, if any.

Grantor will furnish to Beneficiary upon demand, proof of payment of all items which are required to be paid by the Grantor pursuant to the Prior Note and the Prior Mortgage and proof of payment of which is required to be given to the Mortgagee under the Prior Mortgage.

6. Upon request of Beneficiary, Grantor shall pay to Beneficiary at the time of and in addition to the regular installments of principal and interest payable under the terms of said note a pro rata portion of the taxes and insurance premiums estimated by the Beneficiary next to come due so that thirty (30) days before the delinquency thereof Beneficiary will have on hand an amount sufficient to pay the next maturing taxes and insurance premiums. The amount of the additional payment to be made on account of taxes, assessments and insurance premiums shall be adjusted annually or more frequently as Beneficiary deems necessary and any deficit shall be immediately paid by Grantor upon request and any surplus shall be credited on the indebtedness. Subsequent payments on account of taxes, assessments and insurance premiums shall be made in accordance with the next estimate by the Beneficiary of annual requirements. Monies paid to Beneficiary on account of taxes, assessments or insurance premiums shall not bear interest and, in the event of default of the Grantor, Beneficiary at its option may apply any monies in this account to any part of the debt secured hereby.

7. In any suit to foreclose this Deed of Trust or in any nonjudicial foreclosure pursuant to RCW Chapter 61.24, or in any suit or proceeding in which the Beneficiary is obliged to defend or protect the lien hereof, or in which Beneficiary is a party and the above described real property or any part thereof is the subject matter thereof, including suits to quiet title or for condemnation or partition of the whole or part of said property, or any interest therein, Grantor agrees to pay Beneficiary all costs and a reasonable attorney's fee, including all such costs and reasonable attorney's fees incurred in any appeal taken therefrom to any appellate court, and further agrees to pay such reasonable costs of searching records and abstracting the same as may necessarily be incurred in foreclosing this instrument or defending the same, or participating in any suit or proceeding above referred to, which sum shall be secured hereby and included in any decree of foreclosure. In the absence of any such suit or proceeding and in case of default, Grantor agrees to pay such necessary expenses, including reasonable attorney's fees, incurred by Beneficiary in making collection of delinquent payments or curing any other default. Acceleration of maturity once claimed hereunder by Beneficiary may, at the Beneficiary's option, be set aside.

8. Upon the occurrence of an event of default hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder. In event of such default 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, (RCW Chapter 61.24 as existing now, or hereafter 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 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 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. 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 encumbrances for value. The power of sale conferred by the 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 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.

9. In the event of the passage after the date of this Deed of Trust of any Federal, State or local law, deducting from the value of real property for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for Federal, State or local purposes, or the manner of the collection of any such taxes so as to affect the interest of Beneficiary, then and in such event, Grantor shall bear and pay the full amount of such taxes, provided that if for any reason payment by Grantor of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the Note, or the within Deed of Trust, or otherwise, Beneficiary may, at its option, without demand or notice, declare the whole sum secured by this Deed of Trust with interest thereon to be immediately due and payable, or Beneficiary may, at its option, pay that amount or portion of such taxes as renders the loan or indebtedness secured hereby unlawful or usurious, in which event Grantor shall concurrently therewith pay the remaining lawful and nonusurious portion or balance of said taxes.

10. 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. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the holder and owner, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. Without affecting the liability of any other person for the payment of any obligation herein mentioned (including Grantor should he convey said real property) and without affecting the lien hereof upon any property not released, Beneficiary may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all or any part of the realty described herein, take or release any other security or make compositions or other arrangements with debtors. Beneficiary may also accept additional security, either concurrently herewith or thereafter, and sell same or otherwise realize thereon, either before, concurrently with, or after sale hereunder. This Deed of Trust shall be so construed that wherever applicable, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of any gender shall be applicable to all genders and shall likewise be so construed as applicable to and including a corporation. The word "Note" shall include all notes evidencing the indebtedness secured hereby. If any of the provisions hereof shall be determined to contravene or be invalid under the laws of the State of Washington, such contravention or invalidity shall not invalidate any other provisions of this agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder. Any notices to be given to Grantor by Beneficiary hereunder shall be sufficient if mailed postage prepaid, to the above described address of the Grantor, or to such other address as Grantor has requested in writing to the Beneficiary, that such notices be sent. Any time period provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail.

It is further agreed between the parties as follows:

That if Grantor defaults in any of the covenants or agreements contained herein, or in said Note, then the Beneficiary may perform the same, and all expenditures made by the Beneficiary in so doing shall draw interest at the rate set forth in the Note secured hereby and shall be repayable by the Grantor to the Beneficiary on demand, and, together with interest and costs accruing thereon, shall be secured by this instrument. If the Beneficiary herein makes payment on the prior lien(s) pursuant to this covenant this Beneficiary may at his option be subrogated to the rights of the prior Mortgage(s) to the extent of payments so made, and the subrogation rights so acquired by the Beneficiary herein shall be fully recognized and not contested by the Grantor herein, or at the option of the Beneficiary the payments so made may be tacked to the balance due under the Note for which this instrument is security.

In the event of a sale or transfer, in any manner of the above described premises or any part thereof without Beneficiary's prior written consent, the balance of unpaid principal with accrued interest, and all other indebtedness hereby secured, shall, at the Beneficiary's election, become immediately due without further notice.

All covenants hereof shall run with the land and shall not be extinguished by any foreclosure. Upon payment of the debt in full and complete performance hereof by Grantor, Beneficiary shall execute and deliver to Grantor or the payer a proper satisfaction of this instrument for recording at the latter's expense.

It is understood and agreed that time is of the essence as to all covenants and agreements contained in this instrument.

An event of default on the part of Grantor within the meaning of this instrument shall be deemed to exist in the event of any default in the payment of interest or any installment of principal or if there be any breach in the performance or observance of the Grantor's covenants hereunder or if any court of competent jurisdiction renders a decision that this instrument is not a lien of the priority set out in this instrument upon the whole of the mortgaged property or if Grantor shall assign the rents or any part of the rents of the mortgaged property without the prior written consent of Beneficiary or if there be an actual or threatened demolition or removal of any building erected or to be erected upon said premises or any waste of the mortgaged property or in the event of any default on any Prior Mortgage(s) or Deed(s) of Trust. If an event of default shall exist as herein defined, it shall be optional with the Beneficiary to accelerate the maturity of said Note and to declare the entire mortgage indebtedness immediately due and payable without notice and to foreclose this instrument and without waiving any other remedy or right. Any installment of principal or interest not paid when due shall bear interest at the highest rate allowed by law from date of default until paid.

Witness the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

Leroy T. Ziegler (Seal)

STATE OF WASHINGTON

COUNTY OF Klickitat } ss.

On this day personally appeared before me Leroy T. Ziegler
_____ to me known to be the individual(s) described in and who executed the within foregoing instrument
and acknowledged that he signed the same as his
voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN Under my hand and official seal this 27th day of Nov.

Dulane Linn
Notary Public in and for the State of Washington
residing at White Salmon

My Commission Expires 3/25/96

STATE OF WASHINGTON

COUNTY OF _____ } ss.

On this _____ day of _____, 19 _____

before me, the undersigned 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 oath stated that _____ is 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 _____

My Commission Expires _____

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 _____