

116144

Filed for Record at Request of

Name AMERICAN GENERAL HOME EQUITY, INC.

Address 3000 NE ANDRESEN RD., B 104

City and State VANCOUVER Washington

Account No.

THIS SPACE RESERVED FOR RECORDER'S USE:

FILED FOR RECORD OR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. TITLE

APR 30 3 40 PM '93

GARY H. OLIGARY H. OLSON

DEED OF TRUST BOOK 135 PAGE 28

THIS DEED OF TRUST, made this 28TH day of APRIL, 1993

between STEVEN M. SIMMS AND RAMONA S. SIMMS

whose address is MP 22L TUCKER RD., SKAMANIA WA, 98648

SKAMANIA COUNTY TITLE COMPANY

a corporation. Trustee, whose address is 43 RUSSELL ST.,

STEVENSON

Washington, and

AMERICAN GENERAL HOME EQUITY, INC.

Beneficiary whose address is 3000 NE ANDRESEN RD., B 104, VANCOUVER, WA 98661

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

SKAMANIA County, Washington:

Beginning at the Southwest corner of the Southwest quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian; thence South 88° 55' 59" East as measured along the South line of said Southwest quarter 633.83 feet to the True Point of Beginning; thence South 88° 55' 59" East 636.17 feet; thence North 01° 05' 09" East 750.72 feet; thence North 88° 15' 42" West 617.11 feet to the centerline of Road A; thence South South 06° 31' 56" West along the centerline of Road A 201.22 feet to a point which bears North 01° 05' 09" East 557.66 feet and South 88° 55' 69" East 663.83 feet from the Southwest corner of said Southwest quarter; thence South 01° 05' 09" West 557.66 feet to the true point of beginning.

ALSO KNOWN AS Lot 10 of TOM TUCKER SURVEY, recorded November 18, 1975, under Auditors File No. 81412, Records of Skamania County, Washington.

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise 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 Seventy four thousand nine hundred sixty eight and 61/100 dollars (\$ 74,968.61) with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and 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.

To protect 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 in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss 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 title 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 hereinabove 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 Trustees 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, 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.
  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 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 the 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.
  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 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.
  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.
- If not prohibited by law or regulation, this Deed of Trust and all sums hereby secured shall become due and payable at the option of mortgagee and without notice to entrustor forthwith upon the conveyance of entrustor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, entrustor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the beneficiary.
- If this Deed of Trust is subject and subordinate to another Deed of Trust, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior Deed of Trust, the holder of this Deed of Trust may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this Deed of Trust and the accompanying note shall be deemed to be secured by this Deed of Trust, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior Deed of Trust then the amount secured by this Deed of Trust and the accompanying note shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this Deed of Trust.

Mark S. Geo (SEAL)  
WITNESS

Steven M. Simms (SEAL)  
STEVEN M. SIMMS

Ramona S. Simms (SEAL)  
RAMONA S. SIMMS

STATE OF WASHINGTON,

County of CLARK

On this day personally appeared before me STEVEN M. SIMMS AND RAMONA S. SIMMS

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_

THEY signed the name as THEIR

free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28TH day of APRIL

MICHAEL J. BAKER  
Notary Public in and for the State of Washington  
residing at 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 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 convey, 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 \_\_\_\_\_