FTER RECORDING RETURN TO: MY BANK OF OREGON PO BOX 23698 Tigard OR 97223

DEED OF TRUST

-	_د	A '	4.
	5	C 2	-
	м		Э.
	M	BAN	K
	_	T-27.1	2.

Date 10,	BOOK 195 PAGE & S LOUI No.
Grantors (Borrowers)	IE ROY DANIEL GOODRICH AND DOROTHY DARLENE GOODRICH, husband and wife
Mailing Address.	MP .048L Trout Creek Road, Carson, Washington 98610
Trustee	Skamania County Title Company, P.O. Box 277, Stevenson, WA 98648
Beneficiary	KEY BANK OF CREGON, P.O. BOX 23698 TIGARD OF 67222
Skamania	of Trust. By signing below, I grant to Trustee in trust, with the power of sale, the following property in County, State of Washington
The	Northeast Quarter of the Northeast Quarter of

of the Northeast Quarter of the Southwest Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT the North 300 feet thereof.

æ Registered Indexed Or Indirect × Filmed Mailed

MP .048L Trout Creek Road, Carson, Washington 98610 togother with: 1) all buildings, improvements, interests, easements, rights and privileges now or later located on or attached to it (herein the inPropertyri) and any future rents, profile and proceeds form the Property as additional security for the dobt that I one you. I will perform all of the terms of this Deed of Trust and the Note which it secures

2. Existing Encumbrance. I represent that I am the owner of the Property and that it is presently subject only to a deed of trust/mort ange in favor of n/a (First Mortgage) securing a promissory note (First Note), on which the unpaid principal balance is and payments are not in default, and such other encumbrances as have been accepted by you in writing.

3. My Note to You. This Deed of Trust secures my payment of principal, interest, collection costs, court costs, costs of foreclosure reports obtained by you in connection with the foreclosure of this Deed of Trust, reasonable attorney fees at trial, on appeal or upon discretionary review of the case, and any other amounts that I may own you undor my field to you dated the same date as this Deed of Trust in which the original Note amount was \$ 33,000.00 and on which the fast payment is due __August_9, 1993 This Deed of Trust will also secure future credit and advances that you may later give me and any other amounts that I may owe you under the terms of this Dood of Trust. Time is of the essence in the payment of my Note to you and the performance of my obligations under this Deed of Trust

4. Trust Property: I represent that the Proporty:

- à ill located în Oragon, le not now used for agricultural, timber or grazing purposes
- b. If located in Washington, is not used prinicipally for agricultural or farming purposes.
- 5. My Additional Obligations. In addition to paying my Note to you and performing my other obligations under the Note and this Deed of Trust, I will a. Pay all money now due and to become due on the First Note and Mortgage and keep them free from any default.
- b. Keep the Property insured with insurance companies and policies acceptable to you, with policies which include fire and theft and extended Insurance coverage. I will insure the Properly for its full insurable value. This insurance policy will include a standard loss payable endorsement naming Key Bank of Oregon as the riext loss payer after the holder of the First Microgage. In case of damage or destruction of the Property, Insurance proceeds received by you may be applied, at your sole discretion, to rostore or sepair the damaged Property or as a credit on any portion of the secured debt, who then then malured or to mature in the future. I'w If immediately deliver to you a duplicate original of the policy showing your interests, or if the original is not aveilable, a copy of the policy together with a certificate of insurance from my insurance company showing that the policy is in effect.

c. Pay promptly, when due, all taxes, assessments against the Property, and any debt that might become a lien on the Property. I will keep the Property free from all mortgages, trust deeds, land eato contracts, liens and other encumbrances, except for yours and the First Mortgage.

- d Keep the Property in good condition and repair. I will not use the Property for any unlawful purposes, and I will not commit or permit any waste of the Property. I will not remove any of the improvements now located or later placed on the Property. I will not make any major changes or alterations in the improvements without your consent, which consent you will not unreasonably withhold
 - e. Obtain the signature on this Deed of Trust of all co-owners of the Property and all other persons having an interest in the Property.
- f. Not sell, transfer, or root the Property or any interest therein without first getting your written permission. Because you have relied on my tradit, my interest in the Proporty, and the financial market conditions at the time this loan is made, if I do sell, transfer or rent the Proporty without your permission, you may insist that I play the ontire amount due to you immediately. I understand that you will give your permission to a sale or transfer (not a routal) if (a) the Ican is current any not otherwise in default. (b) you determine that the third party is creditworthy, (c) a processing fee is paid to you, and (d) the interest rate is changed, at your option, to a rate not to exceed the then current rate offered by you for this type of loan. Unless the third party assumes the loan, I understand that I am still responsible for the payment of the Note and performance of this Deed of Trust. If the third party assumes the Note and this Deed of Trust, you will release me from liability for the Nixe and this Dood of Trust.
- g. Do anything that may now or later be necessary to perfect and proserve your Deed of Trust and its priority. I will pay all recording fees, fees for filing UCC financing statements and any other costs or fees that you feel are necessary
 - 6. Dofault. Ewill be in default:
 - If I fail to keep any promise that I have made to you in this Deed of Trust or my Note.
 - b. If I or any co-borrower becomes insolvent of bankrupt
- c. If you determine that I have given you a false financial statement or I have not told you the truth about my financial condition, about the Property. or about any use of the movey to ared to me.
- d. If any of my creditors or co-borrowers' creditors try, by legal process or otherwise, to take money from any bank account that I or a co-borrower may have with you, or any money or properly that I may have coming from you,
 - o. If, as sole borrower, I d'e, or if there is more than one borrower, we all die,
- f. If I act or fail to act in such a manner as to cause or allow the Property to be selzed by a Government Agency for a viorstion of State or Federal drug laws.
- You may use any one or combination of them, together with all other rights and remedies that you may have under law
 - A. You may declare the entire debt or any part thereof secured by this Doed of Trust due and payable at at once, without notice to me b. You may collect all or any part of the debt secured by this Deed of Trust directly from any person or combination of persons obligated to pay the
- debt. Each person on the Note is jointly and severally liable with all of the others. c. You may foreclose this Deed of Trust and sell the Property in any manner allowed by faw, including without limitation, by advertisement and sale or as a mortgage on roal property. If this Deed of Trust is foreclosed as a mortgage on real property, I(1) consent to a personal deficiency judgment for any part
- of the debt this Deed of Trust socures that is not paid by the sale of the Property, unless such judgement is prohibited by law, and (2) waive any claim of homestead and all rights to possession of the Property during the time allowed by faw to redeem. d. While the foractorise suit is pending, you may take possession, manage, and maintain the Property, either personally or through a receiver, and collect any rents from the Property, including those pastidue. Any amount that you receive over and above the costs of collection and other expenses incorred In taking possession of the Property may be applied to the debt secured by this Deed of Trust
- s. If you file a law suit to collect the debt secured by this Deed of Trust, to foreclose this Deed of Trust, or to enforce or have destined your rights under this Note and Dood of Trust, or if you are named as a party in any court suit or action brought with respect to the Property, I will pay for your reasonable attorney. fees as determined by the trial court or appellate court. I will pay all court costs involved and the actual costs of obtaining the bit's reports to forcious or to defend this Dend of Trust. I also will pay collection costs you incur due to my default, even if no suit is filed. (OREGON OR WASHINGTON PROPERTY ONLY)

gilliod to do, you may do them. I will reimburse you immediately for the amount of the payments that you have made because of my failure to du as I said I would. If I do not re-inducted you immediately, you may add the amount of any payments that you have made to the unpaid principal balance of my Note with you. The amount of any such payment will bear interest from the date you make the payment until paid at the rate provided in my Note with you. Any payments that you make plus the interest that accrues on the payment will be secured by this Deed of Trust. You may increase the amount of my monthly payments on the Flote secured by this Deed of Trust to include these payments and interest, so that these payments and interest will be repaid over a period of time you may select, but in no event after the maturity date of the Note secured by this Dead of Trust, I understand that If you do any of the things that I am supposed to do, your action will not be a waiver or release of any right. that you may have to declare a default under my Note and Deed of Trust to you. Even if you do these things, my failure to do them will be a default under it is Deed of Trust, and you may still use the other rights that you have for the default.

8 : Condemnation Proceeds. If any part of the Property is taken under eminent domain or condemnation proceedings, or I transfer the Property in Heu of an exercise of the right of eminent domain, you may require that I pay you out of the compensation that I recoive, first any attorney less and costs or expenses that you incur in such proceeding, and second, that any remaining money be applied to the debt secured by this Deed of Trust.

9. Reconveyance Upon Payment: When I have fully paid all sums secured by this Deed of Trust, Key Bank of Oregon will return to Trustee this Deed of Trust and the Note which it secures for cancellation and payment of its less, and request that Trustee reconvey the Property, without warranty, to the "posson(s) legally entitled thereto." It will be up to me to see that the Reconveyance Deed is recorded and to pay any recording costs

10. Balloon Payment. If this Deed of Trust secures a Note that provides for a balloon payment, the balloon payment will be financed by you at an interest rate that my be changed at your option to a rate not to exceed the then current rate offered by you for this type of foan and upon such other terms as you specify on like loans to other borrowers, provided that (a) you find no deterioration in my creditworthiness or the condition of the Property, and (b) your lian priority remains the same as at the time the loan was made.

11. Change of Address. If I move, I will immediately notify you in writing as to my new address. Any notice that I may give you or you may give me shall be given by regular mail at the addresses listed above or at such other address as I may designate by written notice to you

12. Governing Law, This Deed of Trust and the debt it secures will be governed by the faws of the state in which the Property is located.

13. Definitions. The word *I* means all persons signing this Deed of Trust, and obligates each of us jointly and severally. "You" means Key Bank of Oregon or any holder of this Deed of Trust. I agree that this Deed of Trust applies to, benefits and is binding on all the parties hereto, and their

aucobseors and assigns 14. Acknowledgement, I have read this Deed of Trust and the Note it secures and understand and agree to perform my obligations under each of the documents. Borrowe DOROTHY DARLENE COODRICH LE ROY DANIEL GOODRICH INDIVIDUAL ACKNOWLEDGEMENT: LE ROY DANIEL GOODRICH On this day personally appeared before me and DORTHY DARLENE, GOODRICH to me known (or proved to me on the path of) to be the STATE OF: Oregon individual, or individuals described in and who executed the within and foregoing instrument, and **COUNTY OF:** Hood River acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 10th OFFICIAL SEAL EUGENE M. HAHN NOTARY PUBLIC - DRESCN COMMISSION NO. 607623 BY COMMISSION INCRES SEPT 20, 19:5 Stary Signature My commission Expires: マファイトトランとしていましません Notary Public in and for the State of (givo city). teelding at REQUEST FOR RECONVEYANCE: (City, State) To Trustes: The undersigned is the owner and holder of all indebtedriese secured by this Deed of Trust, which is, together with the secured Note, delivered to you. Please reconvey, without warranty, to the persona(s) legally entitled thoreto the estate of real property described in this Deed of Trust. Key Bank of Oregon, Beneficiary by: (Signature at Orlicar) (Type Neme) (Type Title)

T F F F ARD, OR 97223 BOX 23698 BANK OF OREGON

AETURN TO

(RECORDER'S STAIAP)

(BORROWERS)

D OF TRUS