



First American Title Insurance Company

FILED IN FRONT OF RECORDERS OFFICE
SKAMANIA WASH

BY Len Lanham

JAN 10 11 44 AM '94

P. Lowry
AUDITOR
GARY H. OLSON

Filed for Record at Request of

Name ELIZABETH LANHAM BABB
Address 4576 WATERVILLE DR
City and State SAN JOSE CA 95118

118443

Deed of Trust

(For Use in the State of Washington Only)

BOOK 40 PAGE 730

THIS DEED OF TRUST, made this 17 day of SEPT, 1993 between

LEN P. LANHAM

GRANTOR,

whose address is PO BOX 993 SKAMANIA WA 98648

and FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation

TRUSTEE, whose address is _____, and ELIZABETH

MARJORIE LANHAM - BABB

BENEFICIARY,

whose address is 4576 WATERVILLE DR. SAN JOSE CA 95118

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

described real property in SKAMANIA County, Washington:

TAX LOT # 2-6-78-902 LOCATED AT
M.P. 1.85 L DUNCAN CREEK Rd.

Registered	
Indexed	<u>p</u>
Indirect	<u>p</u>
Filmed	
Mailed	

which real property is not used principally for agricultural or farming purposes, together with all the 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 _____ Dollars (\$ 21,985⁰⁰/₁₀₀) 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:

- 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.
- 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.
- 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.
- 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.
- 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.

Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property herein 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:

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- In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award for such portion shall be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 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.
- 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.
- 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 the 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 purchaser and encumbrancers for value.
- 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.
- In the event of the death, incapacity, 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.
- 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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Len P. Lanham

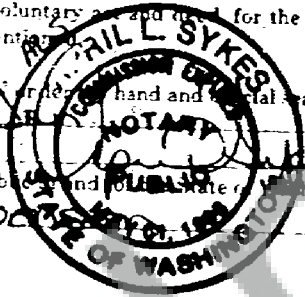
STATE OF WASHINGTON

COUNTY OF Skamania } ss.

On this day personally appeared before me Len P. Lanham

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVE me hand and official seal this 10th day of April, 1994.
Notary Public in and for the State of Washington, residing at Stevie



STATE OF WASHINGTON

COUNTY OF _____ } ss.

On this _____ day of _____, 19____ before me, the undersigned, a 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 _____ 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 _____

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 here with, 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____

Do not lose or destroy this Deed of Trust OR THE NOTE, which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

First American
Title Insurance
Company
TRUSTEE

FIRST AMERICAN

DEED OF TRUST
WITH POWER OF SALE

Promissory Note

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(INTEREST INCLUDED)

For value received, \$ 21,985.00 I, LEN P. LANHAM, SEPT 17 19 93

ELIZABETH LANHAM - BABB promise to pay to

or order, at the sum of TWENTY ONE THOUSAND NINE HUNDRED AND EIGHTY FIVE DOLLARS,

with interest from SEPTEMBER 1, 1993 on unpaid principal at the rate of 7 1/2 per cent per annum; principal and interest payable in installments of

TWO HUNDRED AND FIFTY Dollars or more on the 1st day of each month, beginning on the 1st day of OCTOBER, 1993

and continuing until said principal and interest have been paid.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a

NOTE: A DEED OF TRUST WILL BE RECORDED ON MY PROPERTY TAX # 2-6-28-902 ON MY RETURN FROM NEBRASKA IN DECEMBER 1993

Len P Lanham

Subscribed and Sworn to before me this 17th day of September, 1993.

PEGGY B. STORVY STATE OF WASHINGTON NOTARY PUBLIC My Commission Expires 2-23-95

Peggy B. Storvy Notary Public in and for the State of Washington Residing at Carson

FORM 3147

UNNOTARIED COPY