FRED SO STORES SKAME GET WASH SKAMANIA CO. TITLE Jax 19_ 1 05 PH 'S4 GARY H. OLSON

BOOK 140 PAGE 924

SOR 18375

Filed for Record at Request of

118539

Name Avco Industrial Loan Company

Address 11600 SE Mill Plain Ste P

City and State Vancouver, WA 98684

6421191

DEED OF TRUST WITH POWER OF SALE

situated in Skamania

HIS DEED OF TRUST, Made this 13th day of January . 19<u>94</u> . вы win **Craig R. Salvesen** & Manda J. Salvesen, husband & wife. as Granter, whose address is M.P. 0.101 Tari Lane, Stevenson, WA 98648 and Skamania County Title Company Corporation, as IRUSTIE, and Avco Industrial Loan Company whose address is 11600 SE Mill Plain Ste P, Vancouver, Wa 98684 WITNESSETH: That Grantor hereby bargains, sells and conveys TO TRUSTEL IN TRUST, WITH FOWER OF SALL, the following described property,

__County, State of Washington

Lot 5, SKAALHEIM TRACTS, according to the recorded Plat thereof, recorded in Book A of Plats, Page 143, in the County of Skamania, State of Washington.

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Address also known as: M.P. 0.101 Tari Lane Stevensen, WA 98684

which property is not used primarily for agricultural or farming purposes together with all buildings and improvements now or hereafter erected thereon, and heating, lighting, plumbing, gas, electric, ventilating, refrigeration and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Trust Deed, shall be deemed fixtures and subject to the property above described all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging, to trustee and his heirs, executors, administrators, successors and assigns, upon the trusts and for the uses and purposes following, and none other:

Grantor also assigns to Beneficiary all rents, issues and profits of said premises, reserving the right possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means

10R THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein: (2) Payment of the principal sum with inserest as provided in accordance with the terms and provisions of a Resolving Loan Agreement (hereafter referred to as "Loan Agreement") dated betwith executed by Grantor and payable to the order of Beneficiery, having an initial advance of \$. 37,000.00 _143) Payment of all additional

advances, with interest thereon, as may hereafter be loaned by Beneficiary to Grantor in a maximum sum of \$ 50,000.00 This paragraph shall not constitute a commitment to make additional loans in any amount; (4) Any other indebtedness or obligation of the Grantor, or any of them, to Beneficiary, and any present or future demands of any kind or nature which the Beneficiary or its successors may have against the Grantor, or any of them, whether created directly or acquired by asserment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the e-ecution of this instrument, or arisine thereafter, 15.1 The payment of any money that may be advanced by the Beneficiary to Grantor or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Deed of Irust.

All payments made by Counter(s) on the obligation secured by this Deed of Trust shall be applied in the following order TIRST. To the payment of taxes and assessments that may be lessed and assessed against soil premises, insurance premiums, repairs, and all offer charges and expenses agreed to be paid to the Grantorist SI COND To the amount due under said Loan Agreement.

IO PROTECT THE SECURITY HEREOF. GRANTOR(S) COVENANTS AND AGREES: (1) To keep said premises insured against fire, up to the full value of all improvements for the protection of Beneficiary; and that loss proceeds (less expenses of collection) shall, at Beneficiary's option, be applied on said indebtedness, if due, foreclosure sale. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall past to the purchaser at the cach insurance company concerned is hereby authorized and directed to make its more company concerned is hereby authorized and directed to make its more provided to the state of Grantor(s), and and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof, (1) In the event of default by Grantor(s), and and special assessments without determining the beindity thereof, and (c) such disbursements shall be deemed a part of the indebtedness secured by this Deed of Trust and shall be immediately due and payable by Grantor(s) to Beneficiary. (4) To pay when due any lien on the property which is senior to the lien of Beneficiary and, permit the principal balance of any senior lien to increase above the balance at the time of the making of this Trust Deed until this Trust Deed shall have been paid in full-premises contrary to restrictions of record or contrary to laws, oftinances or regulations of proper public authority, to permit Beneficiary to suffer any waste or any use of said for the purpose of inspecting the premises; not to remove or demolish any building thereon: to complete or restore promptly and in a good and workmanlike manner any will pay, promptly the indebtedness secured hereby, in full compliance with the terms of said I can Agreement and this Deed of Trust, and that the time of payment of the purpose of inspecting the premises; not to remove or demolish any building thereon: to complete or restore promptly and in a good and workmanlike manner any will pay, promptly the indebtedness secured hereb and that he does hereby forever warrant and will forever defend the title and possession thereof against the fawful craims of any and air persons whatsoever. It IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments of said Loan Agreement as the same may hereafter become due, or upon default in performance of any agreement hereunder, including causing or permitting the principal balance of any senior lien to increase above the principal court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Grantor(s), or should any action or proceeding be filed in any Agreement secured hereby, less unearned charges if required by law or if so provided in the Loan Agreement, shall immediately become due and payable at the option of Deed of Trust Act of the State of Washington, (as amended), at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall obligation secured by this Deed of Trust; (c) the surphy, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with 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.

(2) Whenever all or a portion of any obligation occured by a trust deed has become due by reason of a default of any part of that obligation, including taxes, interest in the trust property, or any part of it, any Beneficiary in accordance with the terms of the Irust Deed, the Grantor or his successors in record on the property, at any time prior to the time and date set by the Trustee for the Trustee's sale if the power of sale therein is to be exercised, may pay fineluding costs and expenses actually incurred in enforcing the terms of the obligations and Trustee's and Attorney's fees actually incurred, not exceeding the default. After payment of this amount, all proceedings had or instituted to fereclose the Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be dismissed or discontinued.

13) Grantor(s) agrees to surrender possession of the hereinabove described Trust premises to the Purchaser at the aforesaid sale, immediately after such sale, in

(4) Beneficiary may appoint a successor trustee at any time by filing for record in the mortgage records of each county in which said Deed of Frust is recorded, a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and fittle of the

(5) Upon payment in full by said Grantorts) of his indebtedness hereunder. Trustee shall reconvey to said Trustorts) the above-described premises according to

(6) Should said property or any part there if be taken by reason of any public improvement or condemnation proceeding. Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor to be applied on said indebtedness whether paid for or not.

(7) Notwithstanding anything in this Deed of Trust or the Loan Agreement secured hereby to the contrary, neither this Deed of Trust nor said Loan Agreement shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the

(8) All Granters shall be jointly and severally hable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, seccessive grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural when appropriate.

Signed, Sealed and Delivered in the presence of (SEAL) Borrower Grantor - Borrower, Salvesen (SLAL) STATE OF WASHINGTON, COUNTY OF Clark BOOK 40 PAGE 927 On this day personally appeared before me Wanda R. Salvesen Craig R. Salvesen executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for GIVI N under my hand and official scal this 13th day of January Notary Public in and for the State of Washington, residing at Vancouver, WA My Commission I spires: ___ REQUEST FOR FULL RECONVEYANCE TO TRUSTEE: The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust lize been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness. secured by said Deed of Trust, delivered to you herewith and to consey, without warranty, to the parties Meil Reconveyance to ay. This Deed of Trust