

Filed for Record at Request of

Name Tom Rhea

Address P.O. Box 2308

City and State Vancouver, WA 98668

THIS SPACE RESERVED FOR RECORDER'S USE

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

APR 12 11 25 AM '94

*P. J. Lowry*  
AUDITOR  
GARY M. OLSON

119143

*SEP 18628*

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### Deed of Trust

THIS DEED OF TRUST, made this 6th day of April, 1994, between  
Larry E. Cummings and Kelly R. Cummings Husband and Wife, Grantor,  
whose address is P.O. Box 601, Carson, WA 98610,  
Skamania County Title, Trustee, whose address is  
43 Russell St, Stevenson, Washington 98648, and  
The Associates, Beneficiary,  
whose address is P.O. Box 2308, Vancouver, WA 98668,  
WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real  
property in Skamania County, Washington.

A tract of land in the East Half of the Northeast quarter of Section  
20, Township 3 North, Range 8 East of the Willamette Meridian, in  
the County of Skamania, St of Washington described as follows:

Lot 2 of the Estey Short Plat recorded in Book 3 of Short Plats  
Page 193, Skamania County Records

The Real Property or its address is commonly known as  
JOSHEANKA DR, CARSON, WA 98610

Registered	<input checked="" type="checkbox"/>
Indexed, Dir	<input checked="" type="checkbox"/>
Indirect	<input checked="" type="checkbox"/>
Filed	<input checked="" type="checkbox"/>
Mailed	<input checked="" type="checkbox"/>

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 Eleven Thousand Three Hundred Nine And Fifteen Cents Dollars (\$ 11309.15 ) with interest, in  
accordance with the terms of a promissory note (or Loan Agreement) of even date herewith, payable to Beneficiary or order, and made  
by Grantor, and all modifications and extensions thereof, 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.
5. To pay recording and releasing fees in connection with this Deed of Trust.
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  
(or Loan Agreement) secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. 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 the trustee's and attorney's fees actually incurred, as provided by statute.

(continued on reverse side)

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

IT IS MUTUALLY AGREED THAT:

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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 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.

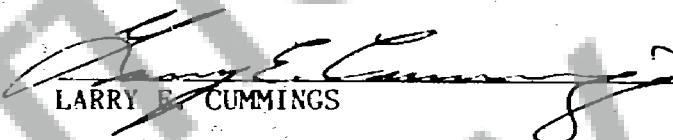
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, or if all or part of the property is sold or transferred by Grantor without the Beneficiary's prior written consent, all sums secured hereby shall immediately become due 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, (as 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 any expense of the sale permitted by law to be collected by Grantor, (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any shall be distributed to the person entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

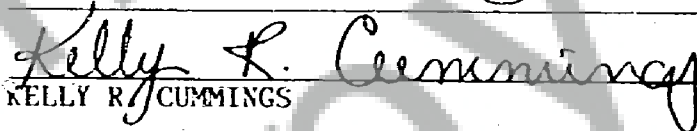
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of 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 encumbrancers 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, 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.

  
LARRY E. CUMMINGS

  
KELLY R. CUMMINGS

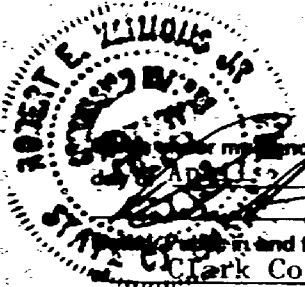
STATE OF WASHINGTON }  
COUNTY OF Clark } SS.

STATE OF WASHINGTON }  
COUNTY OF } SS.

On this day personally appeared before me  
Larry E. Cummings and Kelly R. Cummings

to me known to be the individual described in and who executed  
the within and foregoing instrument, and acknowledged that  
they

signed the same as their free and voluntary act  
and deed, for the uses and purposes therein mentioned.

  
19 94  
Notary Public in and for the State of Washington residing  
Clark County

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

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

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