

The CIT Group/
Sales Financing, Inc.

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AUG 23 3 11 PM '94

J. Garry
AUDITOR
GARY M. OLSON

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Filed for Record at Request of

Name THE CIT GROUP/SALES FINANCING, INC.

Address 3700 PACIFIC HWY E #111

City and State TACOMA, WA 98424

120376

SLT 18481

DEED OF TRUST AND ASSIGNMENT OF BENEFICIAL INTEREST

NAMES AND ADDRESSES OF ALL GRANTOR(S): DAVID E. GROAT 77 NETZGAR RD CARSON, WA 98610		BENEFICIARY: KENCO HOMES, INC. ADDRESS: 9327 NE HWY 99 VANCOUVER, WA 98665	
TRANSACTION		TRUSTEE: SKAMANIA COUNTY TITLE COMPANY ADDRESS: PO BOX 277 43 RUSSELL ST STEVENSON, WA 98648	
DATE OF TRANSACTION Aug 18, 1994		DATE FINAL PAYMENT DUE Oct. 3, 2019	
ANNUAL PERCENTAGE RATE: 7.75 %		AMOUNT FINANCED \$ 39512.77	

THE WORDS "I," "ME" and "MY" REFER TO ALL GRANTORS INDEBTED ON THE SECURITY AGREEMENT SECURED BY THIS DEED OF TRUST.
THE WORDS "YOU" AND "YOUR" REFER TO BENEFICIARY OR ASSIGNS.

CONVEYANCE OF REAL ESTATE IN TRUST

To secure payment according to the terms of a Security Agreement which I signed today promising to pay you the above Amount Financed together with a Finance Charge and to secure all my other and future indebtedness to you and my obligations under this Deed of Trust, each of the undersigned grants, transfers, conveys and assigns to the Trustee named above in trust, with power of sale, the real estate described below, all present and future improvements and fixtures on the real estate and all rents and profits from the real estate, which is located in Washington, County of SKAMANIA

THE TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLHETTE MERIDIAN, IN THE COUNTY OF SKAMANIA STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: Lot 3 of the Mary Groat Short Plat, recorded in Book 3 of Short Plats, Page 243, Skamania County Records.

TOGETHER WITH 1995 GUERDON FIRWOOD 28 X 32 SERIAL: GDSTOR289416766

TERMS AND CONDITIONS:

The real estate is not used principally for agricultural or farming purposes.
I will comply with all applicable laws and restrictions covering the real estate.

PAYMENT OF OBLIGATIONS

If I pay all obligations secured by this Deed of Trust according to their terms, this Deed of Trust will be null and void.
The Trustee will reconvey all or any part of the real estate to the person entitled to it on your written request and on payment of the indebtedness secured by this Deed of Trust.

I agree to pay all costs and attorneys' fees arising in connection with a foreclosure under this Deed of Trust.

TAXES—LIENS—INSURANCE

I will pay before delinquent all taxes, liens, assessments, obligations, encumbrances and any other charges against the real estate, whether superior or inferior to the lien of this Deed of Trust, and maintain insurance on all improvements on the real estate in your favor in a form and amount satisfactory to you. At your election, you may pay any such tax, lien, assessment, obligation, encumbrance or other charge, or purchase such insurance in your own name. I will do so, and I agree to pay such amounts to you. The amount you pay will bear interest at the Annual Percentage Rate disclosed above and will be an additional amount secured by this Deed of Trust.

Registered ☒
Indexed ☒
Filed ☒
Mailed ☐

IN WITNESS WHEREOF I have hereunto subscribed my name this 18 day of Aug 1994 (CONTINUED ON OTHER SIDE)

NOTICE: DO NOT SIGN BEFORE YOU HAVE READ BOTH SIDES OF THIS INSTRUMENT.

David E. Groat

STATE OF WASHINGTON
COUNTY OF SKAMANIA

DAVID E. GROAT

On this day personally appeared DAVID E. GROAT, known to me to be the individual whose name is subscribed to the within and foregoing instrument, and acknowledged that (he-she-they) signed the same as (his-her-their) free and voluntary act for the uses and purposes therein mentioned.

GIVEN under my hand and seal of office this 18th day of AUGUST 1994

Michelle Bradley
Notary Public in and for the State of Washington residing at CARSON

My Commission Expires: 9-14-97

(CONTINUED FROM OTHER SIDE)

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DEFAULT

If I default in paying any part of the obligation secured by this Deed of Trust or if I default in any other way under this Deed of Trust or under any instrument which it secures, all my indebtedness to you, together with accrued and unpaid Finance Charge, will become due, if you desire, without your advising me. In that event, if you so request in writing, Trustee will sell the real estate in accordance with the Deed of Trust Act of the State of Washington at public auction to the highest bidder. Any person except the Trustee may bid at Trustee's sale. The Trustee will apply the proceeds of the sale first to the unpaid balance. If any money is left over after the Trustee has applied the proceeds to the costs of the foreclosure and to my indebtedness, it will be paid to the persons entitled to it.

The Trustee will deliver a deed to the purchaser at the sale, without warranty, which will give the purchaser the interest in the real estate which I had or had the power to convey at the time I signed this Deed of Trust or which I may have acquired after that time. The Trustee's deed will recite the facts showing that the sale was made in compliance with all requirements of law and of this Deed of Trust, and will be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers 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; you may have this Deed of Trust foreclosed as a mortgage.

APPOINTMENT OF TRUSTEE

You may substitute and appoint another trustee for the Trustee named above, without permission from me or the Trustee. Any successor trustee will have all of the title, powers and duties of the Trustee named above.

CONDITION OF REAL ESTATE

I will maintain the real estate in good condition and repair and will not commit or permit any waste of the real estate, and restore promptly any improvements thereon which may be damaged or destroyed.

EXTENSIONS AND MODIFICATIONS

Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this Deed of Trust will affect any other obligations under this Deed of Trust. Beneficiary may assign his rights under this Deed of Trust.

(SEE SIGNATURES ON OTHER SIDE)

REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid

To _____ Trustee:

Dated _____

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by the Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of the Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

CORPORATE NAME

By _____

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

