

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

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P. Lowry
AUDITOR
GARY H. OLSON

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Filed for Record at Request of

SKAMANIA COUNTY TITLE COMPANY

Name AVCO INDUSTRIAL LOAN COMPANY

Address 11600 S.E. Mill Plain Boulevard "P"

City and State Vancouver, Washington 98684

DEED OF TRUST WITH POWER OF SALE

997104457

THIS DEED OF TRUST, Made this 12th day of September, 1994, BETWEEN CRAIG S. KESLER, an unmarried man as his separate estate, whose address is MPO.42L Newquist Road, Washougal Washington 98684 and SKAMANIA COUNTY TITLE COMPANY

Corporation, as TRUSTEE, and AVCO INDUSTRIAL LOAN COMPANY, a Washington corporation as Beneficiary, whose address is 11600 S.E. Mill Plain Boulevard "P", Vancouver, Washington 98684

WITNESSETH That Grantor hereby bargains, sells and conveys TO TRUSTEE IN TRUST WITH POWER OF SALE the following described property, situated in SKAMANIA County, State of Washington

A tract of land located in the South half of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington described as follows:

BEGINNING at the Southeast corner of the Northeast quarter of said Section 19; thence North 417.42 feet along the quarter section line; thence West 626.13 feet; thence South 417.42 feet to the quarter section line; thence East 626.13 feet along quarter section line to the point of beginning. EXCEPT the South 30 feet thereof as reflected in instrument recorded in Book 58 of Deeds at Page 452, records of said County.

ALSO EXCEPT that portion conveyed to Skamania County in Book 76 of Deeds at Page 451, records of said County.

Property commonly known as: MP 0.42L Newquist Road, Washougal, WA 98671

Registered ☒
Indexed, Dir ☒
Indirect ☒
Filed ☐
Mailed ☐

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 to collect and use the same, with or without taking 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.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest as provided in accordance with the terms and provisions of a Promissory Note/Loan Agreement (hereafter referred to as "Promissory Note") dated September 12, 1994 and having the date of its final payment due on September 16, 2009 or as extended,

deferred or rescheduled by renewal or refinance herewith executed by Grantor and payable to the order of Beneficiary, to which Promissory Note reference is hereby made; (3) Payment of any additional advances in a principal sum not exceeding, and this Deed of Trust shall not secure more than, the aggregate sum of \$ 62,620.50

with interest thereon, as may be hereafter loaned by Beneficiary to Grantor, or any of them. 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 assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; (5) 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 in accordance with the covenants of this Deed of Trust.

All payment made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order:

FIRST. To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Grantor(s); SECOND. To the amount due under said Promissory Note.

TO 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, or to the restoration of said improvements. 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. In the event of loss, Grantor(s) will give immediate notice by mail to Beneficiary, who may make proof of loss if not made promptly by Grantor(s), and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of Grantor(s). (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof. (3) In the event of default by Grantor(s) under Paragraphs 1 or 2 above, Beneficiary, at its option may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity 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, notwithstanding any right or option granted by any senior lien or by any senior lienholder, to permit the principal balance of such senior lien to increase, Trustor will not 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. (5) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair; not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, to permit Beneficiary to enter at all reasonable times 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 building which may be constructed, damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (6) That he will pay, promptly the indebtedness secured hereby, in full compliance with the terms of said Promissory Note and this Deed of Trust, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portion of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created. (7) That he is seized of the premises in fee simple and has good and lawful right to convey the same; and that he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note 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 balance at the time of the making of this Trust Deed, or upon sale or other disposition of the premises by Grantor(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Grantor(s) to the Beneficiary under this Deed of Trust or under the Promissory Note secured hereby, less unearned charges if required by law or if so provided in the Promissory Note, shall immediately become due and payable at the option of the Beneficiary on the application 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: (a) to the expense of the sale, including a reasonable Trustee's fee and Attorney's fee, unless prohibited by law; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any, shall be distributed to the persons entitled therein or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place. 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.

(2) Whenever all or a portion of any obligation secured by a trust deed has become due by reason of a default in any part of that obligation, including taxes, assessments, premiums for insurance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or his successors in interest in the trust property, or any part of it, any Beneficiary under a subordinate Trust Deed of any person having a subordinate lien or encumbrance of 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 to the Beneficiary or his successor in interest, respectively, the entire amount then due under the terms of the Trust Deed and the obligation secured thereby including costs and expenses actually incurred in enforcing the terms of the obligations and Trustee's and Attorney's fees actually incurred, not exceeding the highest amount allowed by law other than such portion of the principal and/or interest as would not then be due had no default occurred, and thereby cure the default. After payment of this amount, all proceedings had or instituted to foreclose the Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be reinstated and shall remain in force the same as if no acceleration had occurred.

(3) Grantor(s) agrees to surrender possession of the heretofore described Trust premises to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Grantor(s).

(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 Trust 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 title of the Trustee named herein and his successor Trustee.

(5) Upon payment in full by said Grantor(s) of his indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above described premises according to law.

(6) Should said property or any part thereof 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 Promissory Note secured hereby to the contrary, neither this Deed of Trust nor said Promissory Note shall be deemed to release the Grantor(s) from any obligation of payment, except to the extent that the same may be legally satisfied, and any provision to the contrary shall be null and void.

(8) All Grantors shall be jointly and severally liable for the performance of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and bind them, their heirs, executors, administrators, successors, assigns, devisees and assigns of the parties hereto respectively. Any reference in this Deed of Trust to a person shall be construed to include his or her heirs, assigns, devisees and assigns.

IN WITNESS WHEREOF, the said Grantor(s) has to these presents set hand and seal this date, September 12, 1994

Signed, Sealed and Delivered in the presence of


Witness


Grantor

CRAIG S. KESLER

(S) ALI

(S) ALI

Grantor Borrower

BOOK 745 PAGE 885

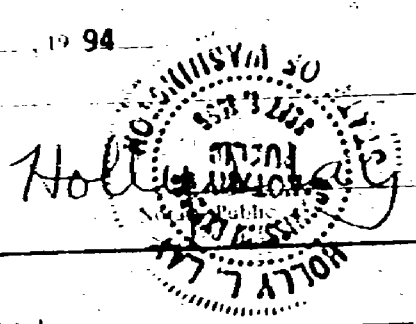
STATE OF WASHINGTON, COUNTY OF Clark

On this day personally appeared before me Craig S. Kesler and to me known to be the individual 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.

GIVEN under my hand and official seal this 12th day of September, 19 94

Notary Public in and for the State of Washington, residing at Vancouver

My Commission Expires 9-01-96



REQUEST FOR FULL RECONVEYANCE

Dated: _____

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 have been paid, and you are requested upon 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 convey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Full Reconveyance to:

By _____

By _____

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance can be made.