

Filed for Record at the Request of:
Bismark Mortgage Company
1420 5th Avenue, Suite 1870
Seattle, WA 98101-2333

Line of Credit #:942200

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SCR 1918

MASTER DEED OF TRUST BOOK 147 PAGE 528

THIS DEED OF TRUST, made Wed, Dec 14, 1994, between Gary A. Sarault and Karen Stinson Sarault, **Grantor**, whose address is P. O. Box 67, Stevenson, WA 98648, Western Title Company of Washington, a corporation, **Trustee**, whose address is 3500 188th Street S.W., Suite 300, Lynnwood, WA, 98037, and Bismark Mortgage Company, **Beneficiary**, whose address is 1420 5th Avenue, Suite 1870, Seattle, WA 98101-2333, **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 Southeast quarter of the Southeast quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Beginning at a point marking the intersection of the old survey of Strawberry Road with the South line of Stevenson Park Addition, according to the official plat thereof, said point being 1,370.27 feet North and 1,095.2 feet East of the intersection of the West line of the Henry Shepard D. L. C., with the South line of the said Section 36; thence South line of the said Section 36; thence South 29° 18' East 135.6 feet; thence South 81° 10' East 165 feet; thence North 143.6 feet; thence West 231.9 feet to the Point of Beginning; commonly known as MP. 7.77 Loop Rd., Stevenson, WA 98648

which property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

THIS DEED OF TRUST is for the purpose of securing performance of a Business Line of Credit Agreement, Promissory Note and agreements of **Grantor** herein contained, and payment of the sum of \$15,000.00 with interest and fees, in accordance with the terms of the aforementioned Business Line of Credit Agreement and Promissory Note of even date herewith, payable to **Beneficiary** or order, and made by **Grantor**, and all renewals, modifications and extensions thereof, and 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. This Deed of Trust shall also secure any amount(s) owed to **Beneficiary** or its assigns by **Grantor** or its assigns arising from any written agreement, duty, subrogation, operation of law or any other basis whatsoever.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST GRANTOR COVENANTS AND AGREES

1. **TO PAY**, or have paid, before delinquency 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**.

2. **TO KEEP** the property in good repair and condition; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon within eight months from the date hereof or in accord with other specific written agreements between **Grantor** and **Beneficiary**; 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.

3. **TO KEEP** all buildings now or hereafter erected on the property described herein continuously insured against loss by fire, earthquake, volcanic eruption, flood and other hazards, **Beneficiary** may require insurance in an amount not less than the original face amount of the debt secured hereby, or at 100% of assessed value of the improvements, or at the replacement valuation of the improvements, as determined by the insurance carrier, whichever is the higher amount, and in such companies as the **Beneficiary** may approve, and to have loss payable first to the **Beneficiary** then to **Grantor**. It is understood and agreed that all policies (or approved certified copies thereof) shall be held by **Beneficiary**. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the **Beneficiary** shall determine. Such applications 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, and in any suit brought by **Beneficiary** to foreclose this **Deed of Trust**. **Beneficiary** will choose the lawyer or law firm to provide any defense required herein. **Grantor** will pay the attorney fees in a manner satisfactory to the said attorney and/or firm chosen.

5. TO PAY all costs, fees and expenses incurred in connection with this **Deed of Trust**, including any **Trustee** and/or attorney's fees, costs and/or expenses incurred, in any activity undertaken to enforce, protect, ensure performance of or make claim for any obligation secured hereby. This agreement shall specifically include any such fee(s) and/or expense(s) incurred in any Bankruptcy proceeding.

IT IS MUTUALLY AGREED THAT

6. 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 as may be necessary to fully satisfy the obligation secured hereby, shall be paid to **Beneficiary** to be applied to said obligation.

7. 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.

8. SHOULD GRANTOR fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, prior encumbrances (see paragraph 20), if any, or other charges against the property herein above described, **Beneficiary** may pay the same, and each amount so advanced, together with costs and expenses including reasonable attorney fees in connection therewith, and together with \$200.00 or 20% of each amount advanced (whichever sum is greater) which shall be due **Beneficiary** for service and handling costs, may be added to the debt secured by this **Deed of Trust**, and shall bear interest at the rate specified in the note, and all sums so advanced plus the costs and expenses described may be declared immediately due and payable and upon **Grantor's** failure to reimburse **Beneficiary** upon demand shall constitute an event of default under the terms of this **Deed of Trust**.

PREPAYMENT PENALTY

9. THE NOTE which is secured by this **Deed of Trust** may contain penalties for early payment of principal. During such time as the above referred prepayment penalties are due, and should **Beneficiary** accelerate the maturity of this **Deed of Trust** or note secured hereby, in accord with paragraph #13 herein, then **Beneficiary** at its sole option may include in the total amount due, the additional amounts to satisfy in full the requirements of said prepayment penalties. Should **Grantor** tender payment of the entire indebtedness due prior to the foreclosure sale or **Trustee** sale said tender shall be deemed a voluntary prepayment and as such shall be inclusive of said prepayment penalties.

ADDITIONAL CHARGE FOR FAILURE TO PAY (BALLOON PAYMENTS)

10. THE NOTE secured by this **Deed of Trust** requires the unpaid principal balance to be repaid by a date certain, and that date certain may require a final installment (Balloon Payment) substantially more than the regular installment(s) as specified in the note secured hereby. **Grantor's** failure to tender said final installment by its due date shall constitute a default in the terms of this **Deed of Trust**, and **Beneficiary** at its sole option may add its installment late charge as called for in the note hereby, and upon **Beneficiary's** acceptance of said final installment beyond its due date, or upon sale of the property at **Trustee's** sale or foreclosure sale per paragraph #13 herein said late charge shall be in addition to all other balances due.

ASSIGNMENT OF RENTS

11. AS ADDITIONAL security hereunder, **Grantor** hereby assigns to **Beneficiary** the rents of the property, provided that **Grantor** shall, prior to acceleration in accord with Paragraph #13 hereof, or abandonment

of the property, have the right to collect and retain such rents as they become due and payable. Upon acceleration in accord with Paragraph #13 hereof, or abandonment of the property, **Beneficiary**, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the property and to collect the rents of the property, including any past due. All rents collected by **Beneficiary** or receiver shall be applied first to payment of costs of the management of the property and collection of rents, including but not limited to, receiver's fees and expenses, reasonable attorney fees, expenses of maintaining rental flow, utilities, taxes, insurance, maintenance of the property, etc. and then to the sums secured by this **Deed of Trust**. **Beneficiary** and/or the receiver shall be liable to account only for those rents actually received.

12. **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.

IN CASE OF DEFAULT

13. **UPON DEFAULT** by **Grantor** in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, or referred to 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 in accordance with the **Deed of Trust Act** of the state of Washington.

14. **TRUSTEE** shall deliver to the purchaser at the sale a **Trustee's 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.

15. **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.

PROVISIONS APPLICABLE IF THIS INSTRUMENT IS FORECLOSED AS A MORTGAGE

16. **IN THE EVENT** the **Beneficiary** should cause this **Deed of Trust** to be foreclosed as a mortgage then it is further agreed with respect to taxes, assessments, insurance premiums, liens and encumbrances, that the **Beneficiary** may make such additional advances as it may deem appropriate upon any payment that may have or may thereafter become due on any prior encumbrance and **Beneficiary** shall have a separate and further right to make such additional prepayments as it shall deem appropriate on payments it believes may become due during any period of redemption and all such advances together with interest at the rate specified in the note, on each such advance so made shall be secured by this agreement and be included in any foreclosure judgment, and upon completion of any sheriff's sale whereby **Beneficiary** or its assigns successfully purchases at such sale, **Beneficiary** or its assigns may continue to advance funds on, not only those matters provided by the redemption statute of this state, but, may also make advances for insurance, maintenance, upkeep, and upon any prior encumbrances and that any sums so advanced, plus interest at the rate specified in the judgment on each such advance shall be added to such sums that otherwise would be due upon redemption under the redemption statutes, in the event of such redemption. It is agreed and stipulated that the **Beneficiary** may include all such provisions mentioned in this paragraph in any judgment granted in foreclosure. It is also agreed that any of the rights granted to **Beneficiary** regarding the making of advancements or prepayments are options only for the benefit of the **Beneficiary** or its assigns and shall not be construed as obligating **Beneficiary** or its assigns to make any such advances or prepayment.

17. **IN THE EVENT** of 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.

18. 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.

19. THERE MAY BE unrecorded documents which are part of this transaction, the specific terms of which are incorporated herein by reference and may be ascertained by contacting the Beneficiary.

PRIOR ENCUMBRANCES

20. THE TERMS and conditions of the prior encumbrances, if any, are hereby incorporated into this Deed of Trust and grantor agrees to promptly comply with all of the terms and conditions of said prior encumbrances, and upon failure to so comply such failure shall constitute a default under this Deed of Trust and Beneficiary may at its sole and exclusive option:

a. Perform such terms and conditions of the prior encumbrances which are in default and by so doing all costs and expenses incurred by the Beneficiary, including reasonable attorney fees and advance fees (see paragraph 8), may be added to the debt which is secured by this Deed of Trust and shall bear interest as specified in the note, and all sums so advanced plus costs, fees and expenses incurred may be declared immediately due and payable and Grantors failure to reimburse beneficiary upon demand thereof shall constitute an event of default under this Deed of Trust, and/or

b. Foreclose this Deed of Trust in accord with the Deed of Trust Act of the State of Washington. In such event and upon written request of the 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 sale, including a reasonable Trustee's fee and Attorney fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus if any, shall be distributed in accordance with the Deed of Trust Act of the State of Washington.

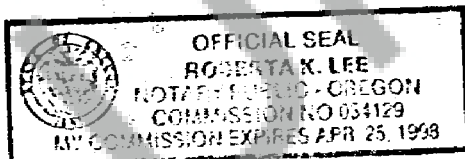
Gary A. Sarault
Gary A. Sarault

Karen Stinson Sarault
Karen Stinson Sarault

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

On this day personally appeared before me Gary A. Sarault and Karen Stinson Sarault, to me known to be the individuals 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.

Given under my hand and official seal on Wed Dec 14, 1994.



Robert K. Lee
Notary Public in and for the State of Washington
Residing at Chen Lake, West River Co
My commission expires 04/25/98

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

DEC 19 12 04 PM '94
P. Johnson
AUDITOR
GARY M. OLSON

Registered ☒
Indexed, U/I ☒
Indirect ☒
Filmed ☐
Mailed ☐

MASTER DEED OF TRUST PAGE 4

ORIGINAL

**REQUEST FOR FULL RECONVEYANCE
TO BE USED ONLY WHEN NOTE IS PAID IN FULL**

TO: TRUSTEE

The undersigned is legal owner and holder of the Note and all other indebtedness secured by the above Deed of Trust. Said Note, together with all other indebtedness secured hereby has been fully paid and satisfied. You are hereby requested and directed, upon payment to you of any sums owing under the terms of the Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured hereby, and to reconvey, without warranty, to the parties designated by the terms hereof, all estate now held by you and to mail said after recording Reconveyance to:

Dated:

Beneficiary

Beneficiary

Unofficial Copy