

84-32497

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SKAMANIA CO. WASH  
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*P. Garry*  
AUDITOR  
GARY M. OLSON

THIS SPACE PROVIDED FOR RECORDER'S USE:

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TMI Financial, Inc.  
5000 Plaza on the Lake, Suite 100  
Austin, Texas 78746

After recording, please return to this address

122313

# Deed of Trust

BOOK 149 PAGE 904

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 1<sup>st</sup> day of March, 19 95 between

JO ANN BERGER

GRANTOR,

whose address is 14 R Berge Rd, Home Valley, Wa 98648  
Carson Wa 98610 *JB*

BISHOP & LYNCH P.S.

TRUSTEE, whose address is 720 Olive, Seattle Wa 98101, and

WESTERN BUILDERS & DESIGN CORP

BENEFICIARY,

whose address is 4907 NE 42nd Ave, Portland OR 97218

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in SKAMANIA County, Washington:

SEE ATTACHED EXHIBIT A

Reviewed	✓
Recorded	✓
Indexed	✓
Filed	
Mailed	

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 THIRTEENTHOUSANDTHREEHUNDREDSEVENTY Dollars (\$ 13375.00 ) with interest, in accordance with the terms of a Retail Installment Contract (the "contract") payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced by Beneficiary to Grantor, or any of their successors or assigns, 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 maintain flood insurance on the property herein described, and fire and extended coverage or other physical damage insurance for the benefit of Beneficiary.
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.
5. 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 Trustee's and attorney's fees actually incurred, as provided by statute.

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 secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

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 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, 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 to the persons entitled thereto.
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 purchaser 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, 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.

JO ANN BERGER (Grantor)

\_\_\_\_\_  
(Trustee)

\_\_\_\_\_  
(Beneficiary)

STATE OF WASHINGTON

COUNTY OF Skamania } ss.

On this day personally appeared before me Jo Ann Berger

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

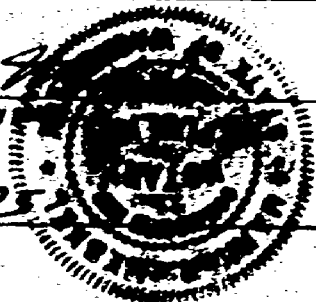
GIVEN under my hand and official seal this 1<sup>st</sup> day of March 19, 95

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

Notary Signs Here: Michael A. P.

Notary

My Commission Expires: 6/11/95



84-32497

EXHIBIT "A"

BOOK 149 PAGE 906

A tract of land in the Jos. Robbins D. L. C., in Section 27, Township 3 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at a point marked by an iron pipe 660 feet East and 682 feet North of the intersection of the South line of the said Section 27 with the West line of the said Robbin D. L. C.; thence North 209 feet to the initial point of the tract hereby described; thence East 418 feet; thence South 209 feet; thence West 248.6 feet to an iron pipe; thence North  $03^{\circ} 23'$  East 85.5 feet; thence West 61.4 feet to the center of a certain unnamed creek; thence in a Northwesterly direction along the center of said creek to a point 60 feet North of, and perpendicular to, the Westerly extension of last described courses; thence West 93 feet, more or less, to the Easterly line of the county road known and designated as the Berge Road; thence in a Northeasterly direction along the Easterly line of said road to a point South of the initial point; thence North to the initial point.

EXCEPT that portion conveyed to Skamania County by instrument recorded January 22, 1981, in Book 79, Page 252, Skamania County Deed Records.