



**WESTERN TILE COMPANY
OF WASHINGTON, INC.**

FILED FOR RECORD
SKALALA CO. WASH
BY SKALALA CO., TITL

Jul 25 9 26 AM '95
P. Lowry
 AUDITOR
 GARY H. OLSON

FILED FOR RECORD AT REQUEST OF

HOPKIN L. DAVIS

WHEN RECORDED RETURN TO

WESTAR FINANCIAL INC.

19105 36TH AVENUE W. #212

Ch. Sect. 2, LYNNWOOD, WA 98036

THIS SPACE PROVIDED FOR RECORDEE'S USE

5072 194/15

Deed of Trust BOOK 151 PAGE 285

122871

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 18th day of July, 1995, between

CHARLES E. AND HILLEN LOVE, husband and wife

whose address is 191 Tucker Road, Skamania, WA 98648

WESTERN TITLE COMPANY OF WASHINGTON, INC., a corporation, TRUSTEE, whose address is 3500
180th St. S.W., Suite 300, Lynnwood, WA

WESTAR FINANCIAL, INC., a Washington Corporation BENEFICIARY

whose address is 19105 36TH Avenue W. #212, Lynwood, WA 98036

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

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED
HEREIN BY REFERENCE.

HAZARDOUS WASTE CERTIFICATE ATTACHED HERETO AS EXHIBIT "B" AND
INCORPORATED HEREIN BY REFERENCE.

ASSIGNMENT OF RENTS ATTACHED HERETO AS EXHIBIT "C"
AND INCORPORATED HEREIN BY REFERENCE.

**RECORDER'S NOTE: PORTIONS OF
THIS DOCUMENT POOR QUALITY
FOR FILMING**

☒ Dup. sent
☒ Indexed, Clr
☒ Indirect
☒ Filmed
☒ Mailed

which real property is not used principally for agricultural or farming purposes, together with all the improvements, hereditaments, and appurtenances now or hereafter becoming belonging or in any way 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 \$ 15,000.00

THIRTY-FIVE THOUSAND TWO HUNDRED

THIRTY-FIVE THOUSAND AND NO/100 Dollars with interest, in accordance with the terms of a promissory note of even date herewith, 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 or loaned by Beneficiary to Grantee, 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 Bond of Trust, Center operations and agencies

1. To keep the property in good condition and repair; to prevent any waste or decay; to maintain 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.

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2. To pay 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.
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 been 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, 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 person 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, disability, resignation or removal of any person named herein as Trustee, Beneficiary may appoint 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 such notice or notification shall be a party with such notice or proceeding as to which it is the Trustee.
8. This Deed of Trust applies to notes to the extent of, and is binding not only on the parties hereto, but on their heirs, successors, legal representatives, 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.

Charles E. Love
CHARLES E. LOVE

Helen Love
HELEN LOVE

STATE OF WASHINGTON, }
County of SPOKANE }

I hereby certify that I know or have satisfactory evidence that Charles E. Love and Helen Love are the persons who executed this instrument and that said persons acknowledged this instrument and executed it as to be true and voluntary for the purposes mentioned in this instrument.

Dated: 7-18-95

Debi J. Cannon DEBI J. CANNON
Notary Public in and for the State of Washington,
residing at CAMAS

My appointment expires MAY 16, 1998

STATE OF WASHINGTON, }
County of _____ }

I certify that I know or have satisfactory evidence that _____
If the person who appeared before me, and said person acknowledged that _____
(_____) signed this instrument, on oath stated that _____
authorized to execute the instrument and acknowledged it as the _____
of _____
to be the free and voluntary act of each party for the uses and purposes mentioned in this instrument.

Dated: _____

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

My appointment expires _____

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when loan has been paid.

TO: TRUSTEE

1. The mortgage as an instrument and holder of the same, and all other such instruments, with all other such instruments 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 evidence of indebtedness secured by said Deed of Trust, all the same now held by you thereunder.

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EXHIBIT "A"

Beginning at the Southwest corner of the Southwest Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian in the County of Skamania, State of Washington, thence South $88^{\circ}55'53''$ East as measured along the South line of said Southwest Quarter 1,270.00 feet; thence North $01^{\circ}05'08''$ East 750.72 feet to the true point of beginning; thence South $01^{\circ}05'08''$ West 750.72 feet to the South line of said Southwest Quarter; thence South $88^{\circ}55'53''$ East 510 feet; thence North $03^{\circ}19'17''$ East 848.42 feet; thence North $75^{\circ}23'34''$ East 68.04 feet; thence North $13^{\circ}36'34''$ East 30.00 feet to the centerline of Road "A"; thence North Westerly along the centerline of Road "A" to a point which bears North $74^{\circ}28'40''$ East 583.32 feet from the true point of beginning; thence South $74^{\circ}28'40''$ West 583.32 feet to the true point of beginning.

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EXHIBIT "C"
ASSIGNMENT OF RENTS

As part of the consideration for the indebtedness evidenced by the Note, and/or other agreement which the attached Deed of Trust secures, Grantor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Grantor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents, provided, however, that prior to 15 days written notice by certified mail given by Beneficiary to Grantor of the breach by Grantor of any covenant or agreement of Grantor in this Instrument, Grantor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Grantor, to apply the rents and revenues so collected to the sums secured by this Instrument with the balance, so long as no such breach has occurred, to the account of Grantor, it being intended by Grantor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Grantor of the breach by Grantor of any covenant or agreement of Grantor in this Instrument, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified herein as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Grantor as trustee of the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Grantor of the breach of Grantor shall contain a statement that Beneficiary exercises its rights to such rents. Grantor agrees that commencing upon delivery of such written notice of Grantor's breach by Beneficiary to Grantor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Grantor.

Grantor hereby covenants that Grantor has not executed any prior assignment of said rents unknown to Beneficiary, and Grantor

CEJ
(initials)

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has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Beneficiary from exercising its rights herein and that at the time of execution of this Instrument there has been no anticipation of prepayment of any of the rents of the Property for more than two months prior to the due dates of such rents. Grantor covenants that Grantor will not hereafter collect or accept payment of any rents of the Property more than two months prior to the due dates of such rents. Grantor further covenants that Grantor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Grantor's breach of any covenant or agreement of Grantor in this Instrument, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof, including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms and are deemed best to protect the security of this Instrument. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Grantor's breach of any covenant or agreement of Grantor in this Instrument, Grantor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Grantor of the breach by Grantor of any covenant or agreement of Grantor in this Instrument shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Grantor as lessor or landlord of the Property and then to the sums secured by this Instrument. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Grantor, anyone claiming under or through Grantor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Agreement.

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(Initials)

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If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become indebtedness of Grantor to Beneficiary secured by this Instrument. Unless Beneficiary and Grantor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, or no interest rate is specified on the note or agreement which this Deed of Trust and Assignment secures, in which event such amounts shall bear interest at the highest rate which may be collected under applicable law in a consumer type transaction.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment or rents of the Property shall terminate at such time as this Instrument ceases to secure indebtedness held by Beneficiary.



(initials)

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