

84-36833

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Austin, Texas 78746

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123079

Deed of Trust

(For Use in the State of Washington Only)

BOOK 1513 PAGE 857

THIS DEED OF TRUST, made this 3rd day of May, 19 95 between

MICHAEL M ARTERBURY AND THELMA ARTERBURY, HUSBAND AND WIFE, GRANTOR,

whose address is 45 TROUT CREEK ROAD, CARSON, WA 98610

BISHOP & LYNCH, P.S.

TRUSTEE, whose address is 720 OLIVE WAY #1600, SEATTLE, WA 98101

WESTERN BUILDERS & DESIGN CORP.

BENEFICIARY,

whose address is 4907 NE 42ND AVENUE, 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

Indexed ☒
Indirect ☒
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 twelve thousand three hundred five & no/100ths Dollars (\$ 12,305.00 ~~*****~~) 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 obligations 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:

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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.

MICHAEL M. ARTERBURY (Grantor)

THELMA ARTERBURY

(Trustee)

(Beneficiary)

STATE OF WASHINGTON

COUNTY OF Skamania

On this day personally appeared before me Michael M. Arterbury and Thelma Arterbury

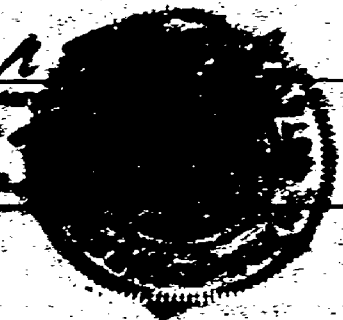
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that They signed the same as Their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of May, 19, 95
Notary Public in and for the State of Washington, residing at Portland

Notary Signs Here

My Commission Expires

6-11



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EXHIBIT "A"

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A Tract of land in the East one-half of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the intersection of the Northernly right of way line of Trout Creek Road, County Road No. 2270 as constructed in 1972, with the West line of the East one-half of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Said Section 26; thence North 49 degrees 11' 21" West a distance of 139.24 feet, for basis of bearings the West line of the East one-half of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter bears North 0 degrees 35' 33"; thence North 10 degrees 00' 00" East a distance of 100 feet; thence North 45 degrees 00' 00" East a distance of 100.00 feet; thence South 89 degrees 24' 27" East to the Westerly right of way line of said Trout Creek Road; thence Southwesterly along said right of way line to the Point of Beginning.