

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED, RETURN TO

Name Jeff Kruse

Address 400 112th Ave NE Ste. 150

City, State, Zip Bellevue, WA 98004

SCR 19901

THIS SPACE PROVIDED FOR RECORDER'S USE

SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

FEB 6 11 50 AM '96

GARY
AUDITOR
GARY M. OLSON

124405

Open-End Deed of Trust

BOOK 755 PAGE 210

THIS DEED OF TRUST, made this 1st day of February, 19 96, between David W. Accetta and Denise L. Accetta, husband and wife, GRANTOR, Skamania County Title Insurance Co., TRUSTEE, whose address is 43 Russell St. Stevenson, WA 98648, and TRANSAMERICA CREDIT CORPORATION, BENEFICIARY, whose address is 400 112th Ave NE Ste. 150 Bellevue, WA 98004, 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 Northeast Quarter of the Northeast Quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, in the county of Skamania, State of Washington, Described as follows:

See Schedule A

Registered ☒
Indexed, Dir ☒
Indirect ☒
Filmed ☒
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 way appertaining (but not including any apparatus, equipment or articles that constitute "household goods" as the term is defined in the Federal Trade Commission Credit Practices Rule (16 C.F.R. Part 444), as now or hereafter amended), and the rents, issues and profits thereof.

This deed is for the purpose of securing full and prompt performance of each Agreement of Grantor and full and prompt performance of all the terms and conditions of a Revolving Loan Agreement of even date herewith (including particularly, but not exclusively, prompt payment of all sums which are or may become payable from time to time thereunder) and any extensions, renewals, modifications or refinancings thereof, which Revolving Loan Agreement OBLIGATES BENEFICIARY, SUBJECT TO THE CONDITIONS STATED THEREIN, TO MAKE ADVANCES UP TO A MAXIMUM CREDIT LINE OF Ten-thousand dollars and no/100s DOLLARS (\$ 10,000.00), with

Interest, in accordance with the terms of a Revolving Loan Agreement of even date herewith, payable to Beneficiary of order and made by David W. Accetta and Denise L. Accetta, husband and wife, and all renewals, modifications and extensions thereof and also such further sums as may be advanced or loaned by Beneficiary to said person(s) or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

Grantor additionally 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 which have not been approved by Beneficiary.
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 full replacement cost. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss 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 attorneys 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 Agreement 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. Should Grantor sell, convey, transfer or dispose of, or further encumber said property, or any part thereof, without the written consent of Beneficiary being first had and obtained, which consent may be granted or denied by Beneficiary in its sole discretion, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.
2. 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.
3. 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.
4. 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.
5. Upon default 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.
6. 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.
7. 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, or sue on the Agreement in accordance with applicable law.
8. 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.
9. 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.



STATE OF WASHINGTON

COUNTY OF Skamania

SS.

x David W. Accetta
David W. Accetta

x Denise L. Accetta
Denise L. Accetta

On this day personally appeared before me David W. Accetta and Denise L. Accetta, husband and wife 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 1st day of February, 19 96

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

REQUEST FOR FULL RECONVEYANCE

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

TO: TRUSTEE

The undersigned is the legal owner and holder of the Agreement and all other indebtedness secured by the within Deed of Trust. Said Agreement, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and the borrowing privileges under the Agreement have been terminated. 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 evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 19____

Schedule "A" **BOOK 155 PAGE 212**

Beneficiary's Name
and Address:

Account Number:

Name of Trustor(s):

Legal Description of Real Property:

Beginning at a point 40 rods East of the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 29; thence East 82 feet; thence South 151 feet; thence East 50 feet; thence South 29 feet; thence West 132 feet to the Northeast corner of Lot 4, Block C, Town of Carson, recorded in Book A of Plats, Page 23; thence North along the East line of Lots 3 and 2 of said Block C 180 feet to the point of beginning.

EXCEPT that portion beginning at a point 40 rods East of the Northwest corner the Northeast Quarter of the Northeast Quarter of said Section 29; thence East 82 feet; thence South 151 feet to the true point of beginning; thence East 50 feet; thence South 29 feet; thence West 50 feet; thence North 29 feet to the true point of beginning.

Real Property
Commonly Known As:

Trustor(s):

Paul W. Smith
Signature

2/1/46
Date

Signature

Date

Marion L. Smith
Signature

2/1/46
Date

Signature

Date