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SKAMANIA COUNTY, WASH
BY SKAMANIA CO. TITLE

APR 1 11 09 AM '96

Olson
AUDITOR
GARY H. OLSON

WHEN RECORDED, RETURN TO

Name TRANSAMERICA CREDIT CORP.

Address 1220 MAIN STREET, STE. 380

City, State & Zip VANCOUVER, WA 98660

SCR 19959

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Deed of Trust BOOK 156 PAGE 294

THIS DEED OF TRUST, made this 27th day of MARCH, 1996, between DAVID D. BERRY and RITA R. BERRY, husband and wife, GRANTOR, SKAMANIA COUNTY TITLE COMPANY, TRUSTEE, whose address is PO BOX 277, STEVENSON, WA 98648, and TRANSAMERICA CREDIT CORPORATION, BENEFICIARY, whose address is 1220 MAIN STREET, STE. 380, VANCOUVER, WA 98660

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 Northwest Quarter of the Southeast Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

That property bounded on the West by Kanaka Creek Road, on the East by Baker Spur Road, and on the South by Baker Road.

EXCEPT that portion conveyed to Skamania County by instrument recorded February 1, 1972 in Book 63, Page 706.

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 of Trust 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 Promissory Note of even date herewith in the sum of **Twenty-Four Thousand, Two-Hundred, Ninety-Six Dollars & 76/100** Dollars (\$ **24,296.76**), made by DAVID D. BERRY

(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, 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 losses 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.

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