

SEPT 20029

124991

TRUST DEED

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This Trust Deed made April 5, 1996, with Wilma Lee Foster as Trustor, ☐ BENEVEST SERVICES, INC., a Washington corporation, ☒ Skamania County Title as Trustee, whose address is 43 Russel St, City of Stevenson, County of Skamania, State of Washington; and ☐ BENEFICIAL WASHINGTON INC., ☒ BENEFICIAL WASHINGTON INC. d/b/a Beneficial Mortgage Co., a Delaware corporation qualified to do business in Washington, as Beneficiary, whose address is 120 NW Burnside, City of Gresham, County of Multnomah, State of Oregon.

Witnesseth: That Trustor conveys and warrants to Trustee, in trust, with power of sale, the real property situated in the County of Skamania, State of Washington, hereafter referred to as the "Property" and described, as follows:

A tract of land in the Northeast Quarter of the northeast Quarter of Section 20 Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Lot 2 of the Gary Foster Short Plat, recorded in Book 3 of Short Plats, page 217, Skamania County Records.

By _____
 Indexed, Dir _____
 Indirect _____
 Filed _____
 Mailed _____

the above described Property not being used principally for agricultural or farming purposes, together with all buildings, fixtures, and improvements on the Property, and all water rights, rights of way, easements, privileges, and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Property, subject, however, to the right, power, and authority herein given to and conferred on Beneficiary;

☐ If this box is checked, this Trust Deed is subject to a prior trust deed dated _____, 19____, executed by _____ as trustor(s) to _____ as trustee for the benefit of _____ as beneficiary, securing payment of a promissory note in the principal amount of \$_____. That prior trust deed was filed on _____, 19____ with the Auditor of _____ County, Washington, under Auditor's File No. _____ and recorded in Book _____, page _____.

☐ Unless this box is checked, this Trust Deed secures a Loan Agreement ("Agreement") which evidences a loan that is made for personal, family or household purposes.

For the purpose of securing: (1) payment of the indebtedness and all other lawful charges evidenced by a Loan Agreement of even date secured by this Trust Deed, having an ACTUAL AMOUNT OF LOAN of \$ 20,000.00, together with interest on unpaid balances of the Actual Amount of Loan at the Rate of Charge shown in the Agreement, and made by Trustor payable to the order of Beneficiary; (2) performance of all agreements made by Trustor in this instrument; (3) payment of such additional loans or advances as hereafter may be made to Trustor; and (4) payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Trust Deed, as herein provided; and to protect the security of this Trust Deed, Trustor agrees:

1. To keep the Property in good condition and repair; not to remove or demolish any building erected on the Property; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed on the Property; to comply with all laws, covenants, and restrictions affecting the Property; not to commit or permit waste of the Property; not to commit, suffer or permit any act on the Property in violation of law; and to do all other acts which from the character or use of the Property may be reasonably necessary.

If the loan secured by this Trust Deed is being obtained for the purpose of financing construction of improvements on the Property, Trustor further agrees: (a) to begin construction promptly and pursue the same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and (b) to allow Beneficiary to inspect the Property at all times during construction.

2. To provide and maintain insurance on the Property against loss by fire and other such casualties as Beneficiary may require in an amount, for such term, and in a company or companies satisfactory to Beneficiary with loss payable clauses in favor of, and in a form satisfactory to, Beneficiary. In the event of loss or damage, Trustor shall give immediate notice to Beneficiary. Beneficiary may make proof of loss and settle and adjust all claims thereunder, applying the proceeds, at its option, to reduction of amounts due under the Agreement or this Trust Deed or to the restoration or repair of the damaged Property. Payment of such loss may be made directly to Beneficiary. In the event of the refusal or neglect of Trustor to provide insurance or to maintain the same or to renew the same in a manner satisfactory to Beneficiary, then Beneficiary may itself procure and maintain such insurance and charge the premium to Trustor under the provisions of Paragraph 9 of this Trust Deed.

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15. For any reason permitted by law, Beneficiary, at any time, may appoint or cause to be appointed a successor trustee who shall succeed to all the title, powers, duties and authority of either the Trustee named in this Trust Deed or any current successor trustee.
16. This Trust Deed shall apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. All obligations of Trustor hereunder are joint and several. In this Trust Deed, whenever the text so requires, the masculine gender includes the feminine and the singular number includes the plural.
17. Trustee accepts this trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party under this Trust Deed of pending sale under any other trust deed or of any action in which Trustor, Beneficiary or Trustee shall be a party, unless that action is brought by Trustee.
18. This Trust Deed shall be construed according to the laws of the State of Washington.
19. Trustor covenants and agrees to and with Beneficiary and those claiming under it, that Trustor is lawfully seized in fee simple of the Property and has a valid unencumbered title and will warrant and forever defend the same against all persons whomsoever.
- In Witness Whereof, Trustor has signed and sealed this Trust Deed on the day and year first above written.

Witness

Witness

Wilma Lee Foster

Trustor

Trustor

ACKNOWLEDGMENT

STATE OF ☐ IDAHO)
☐ OREGON) ss.:
☒ WASHINGTON)

COUNTY OF Skamania)

On this day personally appeared before me Wilma Lee Foster
and _____ 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 _____ free and
voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5 day of April, 1998

My commission expires 3-19, 1998



Notary Public in and for the State of ☐ Idaho

☒ Oregon

☐ Washington

residing at

Multnomah County

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

APR 10 11 25 AM '98

Garry
AUDITOR
GARY H. OLSON

APR- 1-98 MON 10:25

COLUMBIA TITLE WS

FAX NO. 5094931905

P.09

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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 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 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 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.

TAKESHI YOSHIDA

TOYO YOSHIDA

SHIKOSHA MANAGEMENT, INC.

STATE OF Oregon

COUNTY OF }

I certify that I know or have satisfactory evidence that Takeshi Yoshida
Toyo Yoshida

are the person s who appeared before me, and said person s acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4-2-98



OFFICIAL SEAL
PATRICIA DEKAY
NOTARY PUBLIC, OREGON
COMM. # 032279
EXPIRES MAR. 13, 1999

Patricia DeKay

Notary Public in and for the State of Oregon

Residing at Milwaukie, OR

My appointment expires: 3-19-98