

125049

BOOK 156 PAGE 622

WHEN RECORDED RETURN TO:

NAME: RIVERVIEW SAVINGS BANK, FSB
ADDRESS: P.O. BOX 1068
CITY, STATE, ZIP: CAMAS, WA. 98607-0068

LOAN NUMBER #0301401409

FILED FOR RECORD
SKAMANIA CO. TITLE

APR 17 2 40 PM '96

Olson
AUDITOR
GARY H. OLSON

DEED OF FULL RECONVEYANCE

THE UNDERSIGNED AS TRUSTEE OR SUCCESSOR TRUSTEE UNDER THAT CERTAIN DEED OF TRUST DESCRIBED AS FOLLOWS:

DATE : APRIL 30, 1986 RECORDED: MAY 05, 1986
RECORDING NUMBER : 117547 BOOK: 101 PAGE: 41-44
COUNTY OF : SKAMANIA
STATE OF : WASHINGTON
GRANTOR : KENNETH W. KUSKIE AND TESS KUSKIE, HUSBAND AND WIFE
ESTATE TRUSTEE : RIVERVIEW SERVICES, INC.
BENEFICIARY : RIVERVIEW SAVINGS BANK, FSB

LEGAL DESCRIPTION :

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON TO-WIT:

A TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 3 NORTH, RANGE 7
EAST OF THE WILLAMETTE MERIDIAN, AND IN SECTION 1, TOWNSHIP 2
NORTH RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SAID SECTION 36
NORTH 89° 53' WEST 592.25 FEET FROM A BRASS MONUMENT MARKING THE
QUARTER CORNER ON THE SOUTH LINE OF THE SAID SECTION 36; THENCE
NORTH 25° 30' WEST 100 FEET; THENCE SOUTH 79° 27' WEST 73 FEET;
THENCE SOUTH 25° 30' EAST 100 FEET; THENCE NORTH 79° 27' EAST 73
FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENT AND RIGHTS OF WAY OF RECORD.

HAVING RECEIVED FROM THE BENEFICIARY UNDER SAID DEED OF TRUST, A WRITTEN REQUEST TO
RECONVEY, RECITING THAT THE OBLIGATIONS SECURED BY THE DEED OF TRUST HAVE BEEN FULLY
SATISFIED, DOES HEREBY GRANT, BARGAIN, SELL AND RECONVEY, UNTO THE PARTIES ENTITLED
THERE TO ALL RIGHT, TITLE AND INTEREST WHICH WAS HERETOFORE ACQUIRED BY SAID TRUSTEE(S)
UNDER SAID DEED OF TRUST.

RIVERVIEW SERVICES, INC.

DATE: APRIL 10, 1996

BY

Phyllis Kreibich
PHYLLIS KREIBICH - SECRETARYSTATE OF WASHINGTON }
COUNTY OF CLARK } SS.

Provision
Indexed, Dig
Direct
Filed
Mailed

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT PHYLLIS KREIBICH IS THE PERSON
WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE) SIGNED THIS
INSTRUMENT, ON OATH STATED THAT (HE/SHE) WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND
ACKNOWLEDGED IT AS THE SECRETARY OF RIVERVIEW SERVICES, INC. TO BE THE FREE AND
VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE: APRIL 10, 1996

Bertha H. Ueters
BERTHA H. UETERS - NOTARYRESIDING AT:
MY APPOINTMENT EXPIRES ON:Washington
11/15/96

This Deed of Trust including the assignment of income and the security interest is given to secure payment of the indebtedness and performance of all Grantor's obligations under this Deed of Trust and the Agreement and is given and accepted under the following terms:

1. **Rights and Obligations of Borrower.** Borrower Grantor has various rights and obligations under this Deed of Trust. These rights and responsibilities are set forth in the following paragraphs: 1.1. Payments and Performance; 2. Possession and Maintenance of Property; 3. Taxes and Liens; 4. Property Damage Insurance; 5. Expenditure by Credit Union; 7. Condemnation; 8.2. Remedies; 10.1. Consent by Credit Union; 10.2. Effect of Consent; 11. Security Agreement; Financing Statements; 14. Actions Upon Termination; 14.5. Attorneys Fees and Expenses; 16.2. Unit Ownership Power of Attorney; 16.3. Annual Reports; 16.5. Joint and Several Liability; 16.8. Waiver of Homestead Exemption; and 17.3. No Modifications.

1.1 **Payment and Performance.** Grantor shall pay to Credit Union at amounts secured by this Deed of Trust as they become due and shall strictly perform all of Grantor's obligations.

2. **Possession and Maintenance of the Property.**

2.1 **Possession.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the income from the Property.

2.2 **Duty to Maintain.** Grantor shall maintain the Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.

2.3 **Nuisance, Waste.** Grantor shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on or to the Property or any portion thereof including without limitation removal or alienation by Grantor of the right to remove any timber, minerals (including oil and gas), or gravel or rock products.

2.4 **Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Credit Union. Credit Union shall consent if Grantor makes arrangements satisfactory to Credit Union to replace any improvement which Grantor proposes to remove with one of at least equal value. Improvements shall include all existing and future buildings, structures, and parking facilities.

2.5 **Credit Union's Right to Enter.** Credit Union, its agents and representatives, may enter upon the Property at all reasonable times to attend to Credit Union's interest and to inspect the Property.

2.6 **Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Credit Union in writing prior to doing so and Credit Union's interest in the Property is not jeopardized.

2.7 **Duty of Protect.** Grantor may do all other acts, allowed by law, that from the character and use of the Property are reasonably necessary to protect and preserve the security.

2.8 **Construction Loan.** If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any improvement on the Property, the improvement shall be completed within six months from the date of this Deed of Trust and Grantor shall pay in full all costs and expenses in connection with the work.

2.9 **Hazardous Substances.** Grantor represents and warrants that the Property has not been and will not be, during the period this deed remains a lien on the Property, used for the creation, manufacture, treatment, storage, or disposal of any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, and other applicable federal and state laws or regulations and amendments. Grantor authorizes Credit Union and its agents to enter upon the Property to make such inspections and tests as Credit Union may deem appropriate to determine compliance of the Property with this paragraph. Credit Union's inspections and tests shall be for Credit Union's purposes only and shall not be for the benefit or create any duty or liability to Grantor or any third party. Grantor agrees to indemnify and hold Credit Union harmless against any and all claims and losses including attorney fees resulting from a breach of this paragraph, which shall survive the payment of the indebtedness and satisfaction of this Deed of Trust.

3. **Taxes and Liens.**

3.1 **Payment.** Grantor shall pay when due before they become delinquent all taxes and assessments levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Credit Union under this Deed of Trust, except for the lien of taxes and assessments not due, except for the prior indebtedness referred to in Section 17, and except as otherwise provided in Subsection 3.2.

3.2 **Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Credit Union's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within 15 days after the lien arises or, if a lien is filed, within 15 days after Grantor has notice of the filing, secure the discharge of the lien or deposit with Credit Union, cash or a sufficient corporate surety bond or other security satisfactory to Credit Union in an amount sufficient to discharge the lien plus any costs, attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien.

3.3 **Evidence of Payment.** Grantor shall upon demand furnish to Credit Union evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Credit Union at any time a written statement of the taxes and assessments against the Property.

3.4 **Notice of Construction.** Grantor shall notify Credit Union at least 15 days before any work is commenced, any services are furnished, or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services, or materials, and the cost exceeds \$5,000 (if the Property is used for nonresidential or commercial purposes) or \$1,000 (if the Property is used as a residence). Grantor will on request furnish to Credit Union advance assurances satisfactory to Credit Union that Grantor can and will pay the cost of such improvements.

3.5 **Tax Reserves.** Subject to any limitations set by applicable law, Credit Union may require Borrower to maintain with Credit Union reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by Credit Union to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Credit Union. The reserve funds shall be held by Credit Union as a general deposit from Borrower and shall constitute a non-interest bearing debt from Credit Union to Borrower, which Credit Union may satisfy by payment of the taxes and assessments required to be paid by Borrower as they become due. Credit Union does not hold the reserve funds in trust for Borrower, and Credit Union is not the agent of Borrower for payment of the taxes and assessments required to be paid by Borrower.

4. **Property Damage Insurance.**

4.1 **Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard all-risk extended coverage endorsements on a replacement basis for the full insurable value basis covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a mortgagee's loss payable clause in favor of Credit Union. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Credit Union. Grantor shall deliver to Credit Union certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days' written notice to Credit Union.

4.2 **Application of Proceeds.** Grantor shall promptly notify Credit Union of any loss or damage to the Property. Credit Union may make proof of loss if Grantor fails to do so within 15 days of the casualty. Credit Union may, at its election, apply the proceeds to the reduction of the indebtedness or the restoration and repair of the Property. If Credit Union elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Credit Union. Credit Union shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been paid out within 180 days after their receipt and which Credit Union has not committed to the repair or restoration of the Property shall be used to prepay first accrued interest and then principal of the indebtedness. If Credit Union holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

4.3 **Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's or other sale held under the provision contained within, or at any foreclosure sale of such Property.

4.4 **Compliance with Prior Indebtedness.** During the period in which any prior indebtedness described in Section 17 is in effect, compliance with the insurance provisions contained in the instrument evidencing such prior indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirements. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the prior indebtedness.

4.5 **Association of Unit Owners.** In the event the Real Property has been submitted to unit ownership pursuant to a Unit Ownership Law, or similar law for the establishment of condominiums or cooperative ownership of Real Property, the insurance may be carried by the association of unit owners in Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Credit Union.

4.6 **Insurance Reserves.** Subject to any limitations set by applicable law, Credit Union may require Borrower to maintain with Credit Union reserves for payment of insurance premiums, which reserves shall be created by monthly payments of a sum estimated by Credit Union to be sufficient to produce, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Credit Union. The reserve funds shall be held by Credit Union as a general deposit from Borrower and shall constitute a non-interest bearing debt from Credit Union to Borrower, which Credit Union may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Credit Union does not hold the reserve funds in trust for Borrower, and Credit Union is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower.

5. **Expenditure by Credit Union.**

If Grantor fails to comply with any provision of this Deed of Trust, including the obligation to maintain the prior indebtedness in good standing as required by Section 17, Credit Union may at its option on Grantor's behalf pay amounts to cure any default in the prior indebtedness and any amount that it expends in so doing shall be added to the indebtedness. Amounts so added shall be payable in accordance with the terms of the indebtedness. The rights provided for in this section shall be in addition to any other rights or any remedies to which Credit Union may be entitled on account of the default. Credit Union shall not by taking the required action cure the default so as to bar it from any remedy that it otherwise would have had.

6. **Warranty; Defense of Title.**

6.1 **Title.** Grantor warrants that it holds marketable title to the Property in fee simple free of all encumbrances other than those set forth in Section 17 or in any policy of title insurance issued in favor of Credit Union in connection with the Deed of Trust.

6.2 **Defense of Title.** Subject to the exceptions in the paragraph above, Grantor warrants and will forever defend the title against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Credit Union or Trustee under this Deed of Trust, Grantor shall defend the action at Grantor's expense.

7. **Condemnation.**

7.1 **Application of Net Proceeds.** If all or any part of the Property is condemned, Credit Union may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor, Credit Union, or Trustee in connection with the condemnation.

7.2 **Proceedings.** If any proceedings in condemnation are filed, Grantor shall promptly notify Credit Union in writing and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award.

8. **Imposition of Tax By State.**

8.1 **State Taxes Covered.** The following shall constitute state taxes to which this section applies:

- A specific tax upon trust deeds or upon all or any part of the indebtedness secured by a trust deed or security agreement.
- A specific tax on a Grantor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a trust deed or security agreement.
- A tax on a trust deed or security agreement chargeable against the Credit Union or the holder of the Agreement secured.
- A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a Grantor.

9. **Power and Obligations of Trustee.**

9.1 **Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the request of Credit Union and Grantor:

- Join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights in the public.
- Join in granting any easement or creating any restriction on the Real Property.
- Join in any subordination or other agreement affecting this Deed of Trust or the interest of Credit Union under this Deed of Trust.

9.2 **Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Credit Union, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

10. **Transfer by Grantor.**

10.1 **Consent by Credit Union.** Grantor shall not transfer or agree to transfer all or part of Grantor's interest in the Property without the prior written consent of Credit Union. Any attempt to transfer shall entitle the Credit Union to terminate and accelerate the indebtedness under this Deed of Trust.

A "sale or transfer" means the conveyance of real property or any right, title, or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, or any other method of conveyance of real property interest. If any Borrower is a corporation, transfer also includes any change in ownership of more than 25% of the voting stock of Borrower.

If Grantor or prospective transferee applies to Credit Union for consent to a transfer, Credit Union may require such information concerning the prospective transferee as would normally be required from the new loan applicant.

10.2 **Effect of Consent.** If Credit Union consents to one transfer, that consent shall not constitute a consent to other transfers or a waiver of this section. No transfer by Grantor shall relieve Grantor of liability for payment of the indebtedness. Following a transfer, Credit Union may agree to any extension of time for payment or modification of the terms of this Deed of Trust or the Agreement or waive any right or remedy under this Deed of Trust or the Agreement without relieving Grantor from liability. Grantor waives notice, presentment, and protest with respect to the indebtedness.

17. Prior Indebtedness.

17.1 Prior Lien. The lien securing the indebtedness secured by this Deed of Trust is and remains secondary and inferior to the lien securing payment of a prior obligation in the form of a (Check which Applies)

Trust Deed
Mortgage
Land Sale Contract

Other (Specify) NA

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The prior obligation has a current principal balance of \$ NA

and is in the original principal amount of

\$ NA

Grantor expressly covenants and agrees to pay or see to the payment of the prior indebtedness and to prevent any default thereunder.

17.2 Default. If the payment of any installment of principal or any interest on the prior indebtedness is not made within the time required by the Agreement evidencing such indebtedness, or should an event of default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then your action or inaction shall entitle the Credit Union to terminate and accelerate the indebtedness and pursue any of its remedies under this Deed of Trust.

17.3 No Modifications. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Credit Union. Grantor shall neither request nor accept any future advances under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Credit Union.

GRANTOR:

Joseph A. Bundy
JOSEPH A. BUNDY

GRANTOR:

Peggy L. Bundy
PEGGY L. BUNDY

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

)

) ss.

County of Clark

)

On this day personally appeared before me JOSEPH A. BUNDY and PEGGY L. BUNDY, husband and wife

to me known to be (or in California, personally known to me or proved to me on the basis of satisfactory evidence to be) the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they he 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 16 day of April

19 96

By:

Walter Nelson

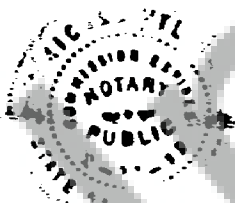
Notary Public in and for the State of: Washington

Residing at:

Camas

My commission expires:

12/23/99



REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To:

Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by the Deed of Trust have been fully paid and satisfied. You are hereby directed, on payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to statute, to cancel all evidence of indebtedness secured by this Deed of Trust (which are delivered to you herewith together with the Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of the Deed of Trust, the estate now held by you under the Deed of Trust. Please mail the reconveyance and related documents to:

Date:

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Credit Union:

By:

its:

04-16-1996 10:35AM FROM

TO 1026813634184211 P.03

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BOOK 102 PAGE 429

EXHIBIT "A"

PARCEL A:

BEGINNING AT A POINT 985 FEET EAST AND 220 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 220 FEET; THENCE EAST 495 FEET; THENCE NORTH 220 FEET; THENCE WEST 495 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOT 3 OF CORINNE V. YULE SHORT PLAT, RECORDED JUNE 26, 1979, IN BOOK 2 OF SHORT PLATS, AT PAGE 111, UNDER AUDITOR'S FILE NO. 88847, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

PARCEL B:

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, BEING 28 FEET IN WIDTH OVER, AND ACROSS THE WEST 985 FEET OF THE NORTH 495 FEET OF THE NORTH HALF OF SAID NORTHEAST QUARTER AND CONNECTING WITH SKYE ROAD. INCLUDING A 1983 FUCHA P.W. MOBILE HOME, 27 X 36 AND 24 X 12, SERIAL NO. 6917.

SUBJECT TO:

- 1) THAT CERTAIN ROAD MAINTENANCE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN ADJOINING PROPERTY OWNERS, DATED DECEMBER 7, 1981, WHICH WAS RECORDED ON DECEMBER 14, 1981, UNDER RECORDING NO. 93453, BOOK 80, PAGE 652; AND
- 2) EASEMENT AND THE TERMS AND CONDITIONS THEREOF IN FAVOR OF PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY FOR ELECTRIC TRANSMISSION AND DISTRIBUTION LINES, DATED OCTOBER 31, 1979, WHICH WAS RECORDED ON NOVEMBER 1, 1979, UNDER RECORDING NO. BOOK 77, PAGE 486; AND
- 3) EASEMENT AND THE TERMS AND CONDITIONS THEREOF IN FAVOR OF PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY FOR ELECTRIC TRANSMISSION AND DISTRIBUTION LINES, DATED DECEMBER 23, 1971, RECORDED ON DECEMBER 30, 1971, UNDER RECORDING NO. 72187, BOOK 62, PAGE 368.

(A)