

## First American Title INSURANCE COMPANY

Filed for Record at Request of

Name	Rebecca	м.	Taylor	-	
Address.	PO Box 4	64			

City and State Stevenson, WA 98648

FILED FOR RECORD SKAMANIA 50, WASH BY SKARIARIA CO. III.

APR 23 9,54 AH '96 GARY M. OLSON

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## Satisfaction of Mortgage BOOK 156 PAGE 787

KNOW ALL MEN BY THESE PRESENTS: That LOUISA M. COSTIGAN

the owner and holder of that certain mortgage bearing date the 4th day of August, 1992 executed by SEAN P. COSTIGAN, a married man dealing in his separate property to secure payment of the sum of TWENTY THOUSAND AND 00/00 (\$20,000.00)

and interest,

and recorded in the office of the County Auditor of Skamania County, State of Washington, on the day of August 1992 5th , in Volume 130 of Mortgages at page , being Auditor's File No. 114135 , do hereby acknowledge that the said mortgage has been FULLY SATISFIED AND DISCHARGED, and do hereby authorize and direct the said County Auditor to enter full satisfaction thereof of record. IN WITNESS WHEREOF, I have hereunto set my this 25th day of in ARCH . 1996

North Cardina STATE OF WASHINGTON. County of Walke

On this day of March ,1994 undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Luisa M costigan

be the individual described in and who executed the within and foregoing instrument, and signed the same as free and voluntary act and deed, for the.

name stand and official seal this 25 th. day of Moxeu

> Filmod Mailed

, 1994

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Notary Public in and for the State of Heating residing at wachovia

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, lient or encursorances impairing the security of this Deed of Trust.

- encurebrances 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 I eld by the Beneficiary, and be in such companies as the Peneficiary and speriors and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any incurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall not cause discontinuance of any proceedings to forectone 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 Beneficiery 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 is connection with this Deed of Trust, including the expenses of the Trustee incurred is 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 hereinshove described, Beneficiery may pay the same, and the amount so paid, with interest at the role 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 resird 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.
- 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 stade by the Beneficiary or
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any approximate 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 say, thall 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 aquired 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 prime facte evidence of such compliance and conclusive evidence thereof in favor of bone fide purchaser and excumbrancers for inclusive.
- 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; Beneficiery may came 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, insees to the benefit of, and is binding not only on the parties bereto, but on their heirs, deviness, leg administrators, encuders and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not is

TIMOTHY R. UPESCH

Pesch, atty in fact

Lynothy

State of Washington	
C. Aer	- 0.0
I certify that I know or how satisfactory evidence that	THOTHY K PESCH signed this instrument, on oath stated
that (heruhe) were authorized to a line pre instrument and a	ecknowledged it se the ATT P.D.C. IN FACT. (TYPE OF AUTHORITY, E.G., OFFICER, TRUSTEE, ETC.)
of Leonard Mesons	to be
50.13 6 7 27 23	BHALF OF WHOM INSTRUMENT WAS EXECUTED; rposes mentioned in the instrument.
E SIS ELS	and april 22 1996 201
	Signature of Notary Public (hurulflad.
**************************************	Title
	21 100
ACKNOWLEDGEMENT - REPRESENTATIVE	My appointment expires 7, 148
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State of Washington County of	0.0
I certify that I know or have satisfactory evidence	that TIMOTHY R. PESCH signed this instrument
	act for the uses and purposes mentioned in the instrument.
	Λ
	Dated Haul ZZ 196
	Signature of () ( ) () ()
1211	Notary Public Chery Littace
13 Cherry	Title
ACKNOWLEDGEMENT - INDIVIDUALS 17	My appointment aurima 2/1/98