

125872

BOOK 158 PAGE 697

FILED FOR RECORD

BY SKAMANIA CO, WASH.

JUL 31 9 30 AM '96

GARY M. OLSON
AUDITOR

SEL 20778

Filed for Record at Request of

Name AVCO INDUSTRIAL LOAN COMPANYAddress 11600 SE Mill Plain Ste PCity and State Vancouver, WA 98684

DEED OF TRUST WITH POWER OF SALE

ACCOUNT NUMBER

795905162

THIS DEED OF TRUST, Made this 26th day of July, 1996, BETWEEN Robert C. Loose and Margie J. Loose as Grantor, whose address is P.O. Box 993 Carson, WA 98610Corporation, as TRUSTEE, and Skamania Title Company, a Washington
whose address is 11600 SE Mill Plain Ste P Vancouver, WA 98684, as Beneficiary,WITNESSETH: That Grantor hereby bargains, sells and conveys TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property,
situated in Clark County, State of Washington:

The South half of the South half of the following described real property.

Beginning at a point 923.4 feet East of the Southwest corner of the Northeast quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian; in the County of Skamania, State of Washington thence North along the Easterly right of way line of the Mathany Road 660 feet; thence East 193.3 feet to the Westerly right of way line of Johnson road; thence South along said right of way line 660 feet to the South line of the Northeast quarter of the said Section 17, thence West 193.3 feet to the point of beginning.

By Grantor	<input checked="" type="checkbox"/>
By Beneficiary	<input checked="" type="checkbox"/>
By Trustee	<input checked="" type="checkbox"/>
By Lender	<input checked="" type="checkbox"/>

which property is not used primarily for agricultural or farming purposes together with all buildings and improvements now or hereafter erected thereon, and heating, lighting, plumbing, gas, electric, ventilating, refrigeration and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Trust Deed, shall be deemed fixtures and subject to the property above described all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging, to trustee and his heirs, executors, administrators, successors and assigns, upon the trusts and for the uses and purposes following, and none other:

Grantor also assigns to Beneficiary all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest as provided in accordance with the terms and provisions of a Promissory Note/Loan Agreement (hereafter referred to as "Promissory Note") dated July 26, 1996 and having the date of its final payment due on August 11, 2011, or as extended, deferred or rescheduled by renewal or refinancing herewith executed by Grantor and payable to the order of Beneficiary, to which Promissory Note reference is hereby made; (3) Payment of any additional advances in a principal sum not exceeding, and this Deed of Trust shall not secure more than, the aggregate sum of \$ 99,919.66, with interest thereon, as may be hereafter loaned by Beneficiary to Grantor, or any of them. This paragraph shall not constitute a commitment to make additional loans in any amount; (4) Any other indebtedness or obligation of the Grantor, or any of them, to Beneficiary, and any present or future demands of any kind or nature which the Beneficiary or its successors may have against the Grantor, or any of them, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; (5) The payment of any money that may be advanced by the Beneficiary to Grantor or to third parties, with interest thereon, where the amounts are advanced to protect the security in accordance with the covenants of this Deed of Trust.

All payment made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order:
FIRST. To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Grantor(s). SECOND: To the amount due under said Promissory Note.

TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) To keep said premises insured against fire, up to the full value of all improvements for the protection of Beneficiary; and that loss proceeds (less expenses of collection) shall, at Beneficiary's option, be applied on said indebtedness, if due, or to the restoration of said improvements. 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. In the event of loss, Grantor(s) will give immediate notice by mail to Beneficiary, who may make proof of loss if not made promptly by Grantor(s), and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of Grantor(s). (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof. (3) In the event of default by Grantor(s) under Paragraphs 1 or 2 above, Beneficiary, at its option may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) such disbursements shall be deemed a part of the indebtedness secured by this Deed of Trust notwithstanding any right or option granted by any senior lien or by any senior lienholder to permit the principal balance of such senior lien to increase, Trustor will not permit the principal balance of any senior lien to increase above the balance at the time of the making of this Trust Deed until this Trust Deed shall have been paid in full. (5) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair; not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority; to permit Beneficiary to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to complete or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; and to pay, when due, all claims for labor performed and materials furnished therefor; (6) That he will pay, promptly the indebtedness secured hereby, in full compliance with the terms of said Promissory Note and this Deed of Trust, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portion of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created. (7) That he is seized of the premises in fee simple and has good and lawful right to convey the same; and that he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may hereafter become due or upon default in performance of any agreement hereunder, including causing or permitting the principal balance of any senior lien to increase above the principal balance at the time of the making of this Trust Deed, or upon sale or other disposition of the premises by Grantor(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Grantor(s) to the Beneficiary under this Deed of Trust or under the Promissory Note secured hereby, less unearned charges if required by law or if so provided in the Promissory Note, shall immediately become due and payable at the option of the Beneficiary on the application 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, (as amended), 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: (a) to the expense of the sale, including a reasonable Trustee's fee and Attorney's fee, unless prohibited by law; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place. 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.

(2) Whenever all or a portion of any obligation secured by a trust deed has become due by reason of a default of any part of that obligation, including taxes, assessments, premiums for insurance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or his successors in interest in the trust property, or any part of it, any Beneficiary under a subordinate Trust Deed or any person having a subordinate lien or encumbrance of record on the property, at any time prior to the time and date set by the Trustee for the Trustee's sale if the power of sale therein is to be exercised, may pay to the Beneficiary or his successor in interest, respectively, the entire amount then due under the terms of the Trust Deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligations and Trustee's and Attorney's fees actually incurred, not exceeding the highest amount allowed by law) other than such portion of the principal and/or interest as would not then be due had no default occurred, and thereby cure the default. After payment of this amount, all proceedings had or instituted to foreclose the Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be reinstated and shall remain in force the same as if no acceleration had occurred.

(3) Grantor(s) agrees to surrender possession of the hereinabove described Trust premises to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Grantor(s).

(4) Beneficiary may appoint a successor trustee at any time by filing for record in the mortgage records of each county in which said Deed of Trust is recorded, a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee.

(5) Upon payment in full by said Grantor(s) of his indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to law.

(6) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor to be applied on said indebtedness whether paid for or not.

(7) Notwithstanding anything in this Deed of Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor said Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

(8) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural when appropriate.

IN WITNESS WHEREOF the said Grantor(s) has to these presents set hand and seal this date July 26, 1996

Signed, Sealed and Delivered in the presence of

Bruce C. Burr
Witness

Robert C. Loose (SEAL)
Grantor - Borrower

Witness

Margie J. Loose (SEAL)
Grantor - Borrower

STATE OF WASHINGTON, COUNTY OF Clark

On this day personally appeared before me Robert C. Loose
Margie J. Loose

executed the within and foregoing instrument, and acknowledged that they to me known to be the individual described in and who
the uses and purposes therein mentioned. signed the same as their free and voluntary act and deed, for

GIVEN under my hand and official seal this 26th day of July, 19 96.

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

My Commission Expires: 10/25/99

GRETCHEN C. DIRE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 25, 1999

Gretchen C. Dire
Notary Public

TO TRUSTEE:

REQUEST FOR FULL RECONVEYANCE

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to convey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

By _____

By _____

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance can be made.

BOOK 158 PAGE 698