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BOOR 166 PAGE 429
FILED FOR RECORD
SKAMANIA CO, WASH
BY SEAMANIA CO, ITILE

Jun 24 | O7 PH '97 |

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AUDITOR

CARY HOLSON

AFTER RECORDING MAIL TO:	GARY M. OLSON
Name_RUSSELL Pyle	
Address 1578 nrt. Pleasant Rd.	
City/State KUSO WA (181124	- 4 / /
	- Y. B.//
SCAR 70 96 L Deed of Trust	
(For Use in the State of Washington Only)	First American Title
	Insurance Company
THIS DEED OF TRUST, made this 20 day of June	and a simple of
19 97 BETWEEN Jane Keeler, a single person	
	4 7
whose address is	The second second
	ithis space for title company use only)
and FIRST AMERICAN TITLE INSURANCE COMPANY, a California is P.O. Box 735 White Salmon WA 98672	Companies - Thirting
and Russell H. Pyle, a married man as his separ	ate estate
	Kelso WA 98626
· · · · · · · · · · · · · · · · · · ·	gains, sells and conveys to Trustee in Trust.
with power of sale, the following described real property in Skaman:	
	County, Washington:
Lot 7, Block 3, Amended Plat of the Hamilton Firs	t Addition to the Town of
Underwood recorded in Book A of Plats, Page 53, is and State of Washington.	n the County of Skamania
	4//
	Th. 10
	Sec. Marco
	wiexed, Dir
Assessor's Property Tax Parcel/Account Number(s): 03-10-23-2-	2-1200-00 indirect
	5 Beer 5
which real property is not used principally for agricultural or farming purposes, to and appurtenances now or hereafter thereunto belonging or in any wife agree.	
and appurtenances now or hereafter thereunto belonging or in any wise and This deed is for the purpose of securing performance of each agreement of the purpose of securing performance of each agreement of the purpose of securing performance of each agreement of the purpose of securing performance of each agreement of the purpose of securing performance of each agreement of the purpose of securing performance of each agreement of the purpose of securing performance of each agreement of the purpose.	ogether with all the tenements, hereditaments,
	r herein contained, and navment of the sum of
Three Thousand and 00/100	yajment et ak sunt of
	Dollars (\$_3000.00
with interest, in accordance with the terms of a promissory note of even date herew by Grantor, and all renewals, modifications and extensions thereof, and all	
by Grantor, and all renewals, modifications and extensions thereof, and also such a Beneficiary to Grantor, or any of their successors or assistant to cathering to the successors or assistant to cathering the successors or assistant to the successor of the successors or assistant to the successor of	further sums as may be advanced or loaned by
and the state of t	t thereon at such rate as shall be agreed upon
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To protect the security of this Deed of Trust, Grantor 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, coverants, 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, hens or encumbrances impairing the security of this Deed of Trust.
- 3. To keep all buildings now or bereafter 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 abount collected under any insurance policy may be applied upon any indebtedness bereby secured in such order as the Beneficiary shall detrimine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to force lose this Deed of Trust. In the event of forcelosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the forcelosure sale.
- 4. To defend any action or proceeding purporting to affect the occurity hereof or the eights or powers of floreficiary or Frastee, and to pay all costs and expenses, including cost of title search and attorney's fees in a recognishe amount, in any such action or proceeding, and in any such bought by Beneficiary to foreclose this Deed of Frast
- 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, hens, 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 severed 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.
- 4. Upon default by Grantor in the payment of any indebtedness excited bereby 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 audition to the fighest 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 anomaly '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 convex to the purchaser the interest in the property which Granter 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 constituted in compliance with all the requirements of law and of this Deed of 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. It rust 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 safe under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee for 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 bereto, but on their heirs, devisees, legatees, named as Beneficiary herein. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not

Jane Reeler

## REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

### TO: TRUSTEE.

To: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness occured by the within Deed of Trust. Said rote, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Do not lose or destroy this Devel of Trust OR IHE NOTE which it seems. Both must be delivered to the Trustee for an artifation before numery order with the made.

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STATE OF WASHINGTON, } ss.	ACKNOWLEDGMENT - Individual
County of Klickitat	
On this day personally appeared before me_	Jane Keeler
to be the in fividual(s) described in and a barrows	to me known
1 1	ed the within and foregoing instrument, and acknowledged that she
GIVEN under my hand and official seaf this	and voluntary act and deed, for the uses and purposes therein mentioned.  20 day of 1977
HEIDI SULLE	
AUBLIC PAGE 25 199	Notary Public in and for the State of Washington
OF MASHIN	residing at  My appointment expires 16-25-67
STATE OF WASHINGTON, County of	ACKNOWLEDGMENT - Corporate
On this day of	, 19 , before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, pe	risonally appeared
an	
President and	Secretary, respectively, of
the corporation that a recuted the foregoin	g instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and pa	upases therein mentioned, and on oath stated that
authorized to execute the said instrument and that	the seal affixed (if any) is the corporate seal of said corporation.
Witness my band and official seal hereto affixed the day and year first above written.	
	Notary Public in and for the State of Washington, residing at
	My appointment expires
This jurat is page 3 of 3 and is atta	1 2 10