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BOOK 167 PAGE 508
FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA COUNTY

Return Address:

Riverview Savings Bank
P.O. Box 1068
Camas, Wa. 98607Jul 25 3 43 PM '97
smosur
AUDITOR
GARY M. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein: 1. DEED OF TRUST 2. 3. 4.
GRANTOR(S) (Last name, first, then first name and initials) 1. TODD, TIMOTHY O. 2. TODD, KATHARINA J. 3. 4. <input type="checkbox"/> Additional Names on page _____ of document.
GRANTEE(S) (Last name, first, then first name and initials) 1. RIVERVIEW SERVICES, INC. (TRUSTEE) 2. RIVERVIEW SAVINGS BANK, FSB (BENEFICIARY) 3. 4. <input type="checkbox"/> Additional Names on page _____ of document.
LEGAL DESCRIPTION (Abbreviated: 1/4, Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) S 2, T2N, R7E of Hill. Mer. <input checked="" type="checkbox"/> Complete legal on page 384 of document.
REFERENCE NUMBER(S) Of Documents assigned or released: Vol 154 Pg 784 AF124239 <input type="checkbox"/> Additional numbers on page _____ of document.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 02 07 02 4 1 0100 00 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned. <input type="checkbox"/> Additional parcel #'s on page _____ of document.
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

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Riverview Savings Bank)
P.O. Box 1068
CAMAS, WA 98607

124239

DEED OF TRUST

See 19855 RE-RECORDED TO CORRECT LEGAL
BOOK 167 PAGE 509
BOOK 154 PAGE 784

PARTIES: This Deed of Trust is made on JANUARY 2, 1996, among the Grantor, TIMOTHY O TODD AND KATHARINA J TODD, HUSBAND AND WIFE
("Borrower"), RIVERVIEW SERVICES, INC.
and the Beneficiary, RIVERVIEW SAVINGS BANK, FSB
a corporation organized and existing under the laws of THE U.S.A., whose address is 700 NE FOURTH AVE. PO BOX 1068 CAMAS, WA 98607
("Lender").

CONVEYANCE: For value received, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 289 SW ATTWELL RD (Street), STEVENSON (City), Washington 98648 (Zip Code)

LEGAL DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

FILE
SKAMANIA
BY SEATAMIA CO. TITLE
JAN 8 10 51 AM '96
GARY H. OLSON

located in SKAMANIA

County, Washington.

TITLE: Borrower covenants and warrants title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This deed of trust secures to Lender repayment of the secured debt and the performance of the covenants and agreements contained in this deed of trust and in any other document incorporated herein. Secured debt, as used in this deed of trust, includes any amounts Borrower owes to Lender under this deed of trust or under any instrument secured by this deed of trust and all modifications, extensions, and renewals thereof.

The secured debt is evidenced by (List all instruments and agreements secured by this deed of trust and the dates thereof.):

☒ DEED OF TRUST

☒ Future Advances: The above debt is secured even though all or part of it may not yet be advanced. Future advances are contemplated and will be secured to the same extent as if made on the date this deed of trust is executed.

☒ Revolving credit loan agreement dated JANUARY 2, 1996, with initial annual interest rate of 8.000 %.
All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured to the same extent as if made on the date this deed of trust is executed.

The above obligation is due and payable on JANUARY 1, 2006 if not paid earlier.

The total unpaid balance secured by this deed of trust at any one time shall not exceed a maximum principal amount of THIRTY THOUSAND AND NO/100 * * * * * Dollars (\$ 30,000.00), plus interest, plus any amounts disbursed under the terms of this deed of trust to protect the security of this deed of trust or to perform any of the covenants contained in this deed of trust, with interest on such disbursements.

☒ Variable Rate: The interest rate on the obligation secured by this deed of trust may vary according to the terms of that obligation.

☐ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this deed of trust and made a part hereof.

RIDERS: ☐ Commercial ☐

SIGNATURES: By signing below, Borrower agrees to the terms and covenants contained in this deed of trust, including those on page 2, and in any riders described above signed by Borrower. Borrower also acknowledges receipt of a copy of this deed of trust on today's date.

TIMOTHY O TODD

KATHARINA J TODD

ACKNOWLEDGMENT: STATE OF WASHINGTON, SKAMANIA

On this 2ND day of JANUARY, 1996, before me personally appeared

TIMOTHY O TODD AND KATHARINA J TODD, HUSBAND AND WIFE, to me known to be the

Individual Acknowledgment individual(s) described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

Corporate Acknowledgment

of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that

My commission expires MAY 6, 1996
I, DEBI J. BARNUM, Notary Public in and for the State of Washington, residing at CAMAS



My office is Direct
by Direct
mailed Direct

DEBI J. BARNUM
DEBI J. BARNUM
CAMAS

WASHINGTON

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COVENANTS

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1. **Payments.** Borrower agrees to make all payments on the secured debt when due. Unless Borrower and Lender agree otherwise, any payments Lender receives from Borrower or for Borrower's benefit will be applied first to any amounts Borrower owes on the secured debt exclusive of interest or principal, second to interest, and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any scheduled payment until the secured debt is paid in full.
2. **Claims Against Title.** Borrower will pay all taxes, assessments, and other charges attributable to the property when due and will defend title to the property against any claims which would impair the lien of this deed of trust. Lender may require Borrower to assign any rights, claims or defenses which Borrower may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** Borrower will keep the property insured under terms acceptable to Lender at Borrower's expense and for Lender's benefit. All insurance policies shall include a standard mortgage clause in favor of Lender. Lender will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Lender's discretion, to either the restoration or repair of the damaged property or to the secured debt. If Lender requires mortgage insurance, Borrower agrees to maintain such insurance for as long as Lender requires.
4. **Property.** Borrower will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** Borrower agrees to pay all Lender's expenses, including reasonable attorneys' fees, if Borrower breaks any covenants in this deed of trust or in any obligation secured by this deed of trust. Borrower will pay these amounts to Lender as provided in Covenant 9 of this deed of trust.
6. **Prior Security Interests.** Unless Borrower first obtains Lender's written consent, Borrower will not make or permit any changes to any prior security interests. Borrower will perform all of Borrower's obligations under any prior mortgage, deed of trust or other security agreement, including Borrower's covenants to make payments when due.
7. **Assignment of Rents and Profits.** Borrower assigns to Lender the rents and profits of the property. Unless Borrower and Lender have agreed otherwise in writing, Borrower may collect and retain the rents as long as Borrower is not in default. If Borrower defaults, Lender, Lender's agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents Lender collects shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Leaseholds; Condominiums; Planned Unit Developments.** Borrower agrees to comply with the provisions of any lease if this deed of trust is on a leasehold. If this deed of trust is on a unit in a condominium or a planned unit development, Borrower will perform all of Borrower's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
9. **Authority of Lender to Perform for Borrower.** If Borrower fails to perform any of Borrower's duties under this deed of trust, Lender may perform the duties or cause them to be performed. Lender may sign Borrower's name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the property. This may include completing the construction.
Lender's failure to perform will not preclude Lender from exercising any of its other rights under the law or this deed of trust.
Any amounts paid by Lender to protect Lender's security interest will be secured by this deed of trust. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
10. **Default and Acceleration.** If Borrower fails to make any payment when due or breaks any covenants under this deed of trust or any obligation secured by this deed of trust, Lender may accelerate the maturity of the secured debt and demand immediate payment and may invoke the power of sale and any other remedies permitted by applicable law.
11. **Power of Sale.** If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the property to be sold. Trustee and Lender shall give such notices to Borrower and to other persons as applicable law may require. In addition, Trustee shall record a notice of sale in the county in which the property is located and shall publish notice of sale in accordance with applicable law. Trustee shall then sell the property (in gross or in parcels) at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale. Lender or Lender's designee may purchase the property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying the property without any covenant or warranty, expressed or implied. Trustee shall apply the proceeds of the sale in the following order: (1) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (2) to all sums secured by this deed of trust; and (3) the excess, if any, to the clerk of the superior court of the county in which the sale took place.
12. **Inspection.** Lender may enter the property to inspect it if Lender gives Borrower notice beforehand. The notice must state the reasonable cause for Lender's inspection.
13. **Condemnation.** Borrower assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
14. **Waiver.** By exercising any remedy available to Lender, Lender does not give up any rights to later use any other remedy. By not exercising any remedy upon Borrower's default, Lender does not waive any right to later consider the event a default if it happens again.
15. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** All duties under this deed of trust are joint and several. Any Borrower who co-signs this deed of trust but does not co-sign the underlying debt instrument(s) does so only to grant and convey that Borrower's interest in the property to the Trustee under the terms of this deed of trust. In addition, such a Borrower agrees that the Lender and any other Borrower under this deed of trust may extend, modify or make any other changes in the terms of this deed of trust or the secured debt without that Borrower's consent and without releasing that Borrower from the terms of this deed of trust.
The duties and benefits of this deed of trust shall bind and benefit the successors and assigns of Lender and Borrower.
16. **Notice.** Unless otherwise required by law, any notice to Borrower shall be given by delivering it or by mailing it addressed to Borrower at the property address or any other address that Borrower has given to Lender. Borrower will mail any notice to Lender at Lender's address on page 1 of this deed of trust, or to any other address which Lender has designated.
Any notice shall be deemed to have been given to Borrower or Lender when given in the manner stated above.
17. **Transfer of the Property or a Beneficial Interest in the Borrower.** If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may demand immediate payment of the secured debt. Lender may also demand immediate payment if the Borrower is not a natural person and a beneficial interest in the Borrower is sold or transferred. However, Lender may not demand payment in the above situations if it is prohibited by federal law as of the date of this deed of trust.
18. **Release.** When Borrower has paid the secured debt in full and all underlying agreements have been terminated, Lender shall request Trustee to reconvey the property. Borrower agrees to pay all costs to record such reconveyance.
19. **Substitute Trustee.** Trustee shall resign at the request of Lender and may resign at its own election. Upon the resignation, incapacity, disability or death of Trustee, Lender shall appoint a successor trustee by an instrument recorded in the county in which this deed of trust is recorded. The successor trustee shall thereupon be vested with all powers of the original Trustee.
20. **Use of Property.** The property subject to this deed of trust is not used principally for agricultural or farming purposes.

Jed

KJH
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"EXHIBIT A"

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

PARCEL I

BEGINNING AT A BRASS CAP ON THE NORTH LINE OF THE DANIEL BAUGHMAN D.L.C. WHERE SAID LINE CROSSES THE SECTION LINE BETWEEN SECTION 1 AND 2, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH ALONG THE EAST LINE OF THE SAID SECTION 2, 146 FEET; THENCE WEST 149 FEET; THENCE SOUTH 146 FEET MORE OR LESS TO INTERSECTION WITH THE NORTH LINE OF THE SAID BAUGHMAN D.L.C.; THENCE FOLLOWING THE NORTH LINE OF THE SAID BAUGHMAN D.L.C. EAST 149 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING RIGHT OF WAY FOR COUNTY ROAD, THE SAID BEING OLD STATE HIGHWAY NO. 8 AS THE SAME WAS LOCATED AND ESTABLISHED PRIOR TO 1927.

PARCEL II

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, 146 FEET NORTH OF A BRASS CAP MARKING THE INTERSECTION OF THE NORTH LINE OF THE BAUGHMAN D.L.C. WITH THE EAST LINE OF THE SAID SECTION 2; THENCE WEST 149 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE WEST 50 FEET; THENCE SOUTH 97.03 FEET TO THE NORTHERLY LINE OF THE MILDRED KENNEDY PROPERTY; THENCE SOUTH 67° EAST FOLLOWING THE NORTHERLY LINE OF SAID KENNEDY PROPERTY 54.32 FEET TO A POINT SOUTH OF THE INITIAL POINT; THENCE NORTH 118.23 FEET TO THE INITIAL POINT.

PARCEL III

BEGINNING AT THE BRASS MONUMENT MARKING THE INTERSECTION OF THE NORTH LINE OF THE DANIEL BAUGHMAN D.L.C. #42 WITH THE EAST LINE OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH ALONG THE EAST LINE OF SECTION 2, 146 FEET; THENCE WEST 199 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE WEST 65.0 FEET; THENCE SOUTH 100.98 FEET; THENCE NORTH 59° 38' EAST 36.17 FEET; THENCE SOUTH 67° EAST 36.71 FEET; THENCE NORTH 97.03 FEET TO THE INITIAL POINT.

PARCEL IV

BEGINNING AT THE BRASS MONUMENT MARKING THE INTERSECTION OF THE NORTH LINE OF THE DANIEL BAUGHMAN D.L.C. #42 WITH THE EAST LINE OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST ALONG THE NORTH LINE OF SAID D.L.C. 83.5 FEET; THENCE NORTH 67° WEST 125.49 FEET; THENCE SOUTH 12° 56' 32" EAST 45.73 FEET; THENCE SOUTH 72° 53' 50" EAST 66.20 FEET; THENCE NORTH 75° 19' 25" EAST 43.42 FEET; THENCE NORTH 87° 15' 27" EAST 83.60 FEET TO THE POINT OF BEGINNING.

"EXHIBIT B"

PARCEL V

A parcel of land situate in the Southeast quarter of the Northeast quarter of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, more particularly described as follows:

All that portion lying adjacent to and North of the Southerly line of the following described parcel:

Beginning at a brass cap marking the intersection of the North line of the Daniel Baughman DLC #42 with the East line of said Section 2; thence North along the East line thereof of said Section 2, 146 feet to an iron pipe; thence West 199 feet to an iron rod; thence continuing West, 65 feet to an iron rod; thence S 00-00-02 West, 100.98 feet to an iron rod; thence S 00-04-23 East, 31.33 feet to an iron rod; thence S 76-11-32 East, 64.56 feet to an iron rod; thence N 82-20-18 East, 52.56 feet to an iron rod; thence S 63-11-43 East, 27.76 feet to an iron rod; thence N 85-35-36 East, 41.07 feet to an iron rod; thence N 87-15-27 East, 83.60 feet to the point of beginning; EXCEPTING THEREFROM the right of way of Attwell Road, the said being old State Highway #8 as the same was located and established prior to 1927.

SUBJECT TO easements, reservations, and restrictions of record, if any.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land situate in the Southeast quarter of the Northeast quarter of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, more particularly described as follows:

All that portion lying adjacent to and South of the following described parcel:

Beginning at a brass cap marking the intersection of the North line of the Daniel Baughman DLC #42 with the East line of said Section 2; thence North along the East line thereof of said Section 2, 146 feet to an iron pipe; thence West 199 feet to an iron rod; thence continuing West, 65 feet to an iron rod; thence S 00-00-02 West, 100.98 feet to an iron rod; thence S 00-04-23 East, 31.33 feet to an iron rod; thence S 76-11-32 East, 64.56 feet to an iron rod; thence N 82-20-18 East, 52.56 feet to an iron rod; thence S 63-11-43 East, 27.76 feet to an iron rod; thence N 85-35-36 East, 41.07 feet to an iron rod; thence N 87-15-27 East, 83.60 feet to the point of beginning; EXCEPTING THEREFROM the right of way of Attwell Road, the said being old State Highway #8 as the same was located and established prior to 1927.

SUBJECT TO easements, reservations, and restrictions of record, if any.