FHLED FOR REGORD SKAMANINGO, WASH BY STAMAGIA CO, TILLE

Jul 29 10 40 All 197 OZOWAY AUDITOR GARY H. OLSON

Filed for Record at Request of TIRS SPACE RESERVED FOR RECORDER'S USE: FORD CONSUMER FINANCE CO. INC. 23046 AVENIDA DE LA CARLOTA SUITE # 100 Laguna Hills, CA 92653 City and State ATTN Sca 20975 Deed of Trust THIS DEED OF TRUST, made on 07/18/97 , between WILLDAM P. WILLIS AND LINDA L. WILLIS, HUSBAND AND WIFE whose address is 31 SAM'S ROAD SKAMANIA, VA. 98648 , Grantor, FIRST AMERICAN TITLE COMPANY P.O. BOX 277 43 RUSSELL STREET, STEVENSON, VA. 98648 , Trustee, whose address is and FORD CONSUMER FINANCE COMPANY , Beneficiary, whose address is 23046 AVENIDA DE LA CABLOTA LAGUNA HILLS, CA 92653 WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in SKAMANIA

County, Washington: County, Washington: Abbreviated Legal Description: SW Section 34, T2North, R 6East FULL LEGAL ON Page 3
Assessors Tax Parcel Number: 02 06 34 1 3 0700 00 which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained,

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, covenants, conditions and restrictions affecting the property.

To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances 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 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 amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose 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.

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- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary 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 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 fee actually incurred, as
- 6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, 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 thereof as may be necessary to fully satisfy the obligation secured 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 or the person entitled thereto. Grantor agrees to pay reconveyance and releasing fees paid to third parties.
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, or if all or part of the property is sold or transferred by Grantor without the Beneficiary's prior written consent, 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, (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: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fees; (2) to the obligation secured by this Deed of Trust; (3) 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.
- 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 acquired 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 prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and 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 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 Eeneficiary 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 hereto, but on their heirs, devices, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.

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STATE OF WASHINGTON	LINDA E. VILLIS	1. Wille	2
COUNTY OF Skanania	\$ 55.		·
On this day personally appeared before n		ates	
to me known to be the individual(s) described acknowledged that	signed the	nda L.W.III	instrument, and
and voluntary act and deed, for the uses and	signed the same as	thier_	free
GIVEN SCA	this 18 day of _	July	.1997 .
	Notary Public in and for residing at	the State of Washington	1
			

BOOK 167 PAGE 592

SEE EXHIBIT "A"

Lots 7.3.14 and 15 of DUNCAN CREEK ADDITION, according to the official Plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, situated in the Northeast Quarter of the Southwest Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian;

TOGETHER with that portion of Sams Road as designated on said Plat lying between Duncan Creek and the West line of Lots 8 and 14 of DUNCAN CREEK ADDITION, which road was vacated by ordinance of the Board of County Commissioners of said County adopted July 2, 1962.

194.