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BOOK 169 PAGE 147
 FILED FOR RECORD
 SKAMANIA CO. WASH
 BY SKAMANIA CO. TITLE

SEP 18 11 44 AM '97

Choser
 AUDITOR
 GARY M. OLSON

When Recorded Mail to:

U.S. Bank Retail Finance Center
 P.O. Box 3176
 Portland, Oregon 97208-3176

SCR 21625



Deed of Trust

(Specie above this line for Recorder's use)

Date: September 13, 1997
 Assessor's Tax Parcel Number: 03753623170000

Grantor(s): Phillip Clark and Zola Clark
 Address: 270 Columbia View Dr., Stevenson WA 98648

Borrower(s): Phillip Clark and Zola Clark
 Address: 270 Columbia View Dr., Stevenson WA 98648

Beneficiary/("Lender"): U.S. Bank, P.O. Box 3176, Portland, OR. 97208-3176

Trustee: U.S. Bank Trust Company, National Association, 111 S.W. Fifth Avenue, Portland, OR. 97208-3176

1. GRANT OF DEED OF TRUST. By signing below as Grantor, I irrevocably grant, bargain, sell and convey to Trustee, in trust, with power of sale, the following property located in Skamania County, State of Washington.

THE NORTH 15 FEET OF LOT 9 AND ALL OF LOT 10 ALL IN BLOCK 4, SECOND ADDITION TO HILL CREST ACRE TRACT, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK A OF PLATS, PAGE 100, IN THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON.

and all buildings and other improvements and fixtures now or later located on the property (all referred to in this Deed of Trust as "the property"). I also hereby assign to Lender any existing and future leases and rents from the property as additional security for the debt described below. I agree that I will be legally bound by all the terms stated in this Deed of Trust. The above real property is not used principally for agricultural or farming purposes.

2. DEBT SECURED. This Deed of Trust and assignment of rents secures the following:

☒ a. The payment of the principal, interest at the rate provided in the note described below, credit report fees, late charges, collection costs, attorneys' fees (including any on appeal or review), and other amounts owing under a note ("Note") with an original principal amount of \$ 20,477.38 dated September 13, 1997 signed by

Phillip Clark and Zola Clark ("Borrower") and payable to Lender, on which the last payment is due September 18, 2012 and under any amendments, replacements, extensions and renewals of any length.

☐ b. The payment of all amounts that are payable to Lender at any time under a _____ dated _____, and any riders or amendments thereto ("Credit Agreement"), signed by _____ ("Borrower").

The Credit Agreement is for a revolving line of credit under which Borrower may obtain (in accordance with the terms of the Credit Agreement) one or more loans from Lender on one or more occasions. The maximum amount to be advanced and outstanding at any one time pursuant to the Credit Agreement is currently \$ _____. This amount may increase or decrease from time to time.

The term of the Credit Agreement consists of an initial period of ten years during which advances can be obtained by the Borrower, followed by a repayment period of indeterminate length during which the Borrower must repay all amounts owing to Lender.

This Deed of Trust secures the performance of the Credit Agreement, the payment of all loans payable to Lender at any time under the Credit Agreement, the payment of all interest at the rate provided in the Credit Agreement, credit report fees, late charges, membership fees, attorneys' fees (including any on appeal or review), collection costs and all other amounts that are payable to Lender at any time under the Credit Agreement, and any extensions and renewals of any length.

☒ c. This Deed of Trust also secures the payment of all other sums, with interest thereon, advanced under this Deed of Trust to protect the security of or to collect or enforce this Deed of Trust, and the performance of any covenants and agreements under this Deed of Trust. So long as this property is not a dwelling, this Deed of Trust also secures the repayment of any future advances made to Borrower that are not made under the Credit Agreement when evidenced by a note or other evidence of debt stating that it is secured hereby, with interest thereon, at the rate provided in the note or other evidence of debt, and any amendments, replacements, extensions and renewals of any length.

The interest rate, payment terms and balance due under the Note and under the Credit Agreement may be indexed, adjusted, renewed or renegotiated in accordance with the terms of the Note and the Credit Agreement and any amendments, replacements, extensions and renewals of the Note and Credit Agreement.

8.6 All of my representations, warranties, covenants and agreements contained in this Deed of Trust regarding hazardous substances, including but not limited to my agreement to accept conveyance of the property from you and resume ownership, shall survive foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

8.7 For purposes of this Deed of Trust, the term "hazardous substances" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material or a hazardous, toxic or radioactive substance (or designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Deed of Trust or the period of time I remain in possession, custody, or control of the property following either foreclosure of this Deed of Trust or acceptance by you of a deed in lieu of foreclosure.

9. SATISFACTION OF DEED OF TRUST. When the secured debt is completely paid off and the Credit Agreement is cancelled and terminated as to any future loans, I understand that the Lender will request Trustee to reconvey, without warranty, the property to the person legally entitled thereto. I will pay the Trustee a reasonable fee for preparation and execution of the reconveyance instrument and I will record the reconveyance at my expense.

10. CHANGE OF ADDRESS. I will give you my new address in writing whenever I move. You may give me any notices by regular mail at the last address I have given you.

11. WASHINGTON LAW APPLIES. This Deed of Trust will be governed by Washington law.

12. NAMES OF PARTIES. In the deed of Trust "I", "me" and "my" mean Grantor(s), and "you" and "your" mean Beneficiary/Lender.

Grantor	<u>Phillip Clark</u>	Date	<u>9-13-97</u>
Grantor	<u>Zoe Clark</u>	Date	<u>9-13-97</u>
Grantor		Date	
Grantor		Date	
Grantor		Date	

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)

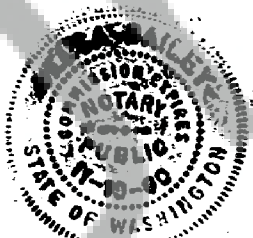
County of CLARK) ss.

On this day personally appeared before me Phillip Clark & Zoe Clark

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that (they, he, she) signed the same as (their, his, her) free and voluntary act and deed, for the purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of Sept 1997.

Oliver Bailey
Notary Public in and for the State of Washington
Residing at: Vancouver WA
My commission expires: 11-19-00



REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the Note and/or Credit Agreement secured by this Deed of Trust. The entire obligation evidenced by the Note and/or Credit Agreement, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel the Note and/or the Credit Agreement and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under the Deed of Trust to the person or persons legally entitled thereto.

Date: _____ Signature: _____