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FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO, ITILE

SEP 29 11 34 AH 197

PLANNY

AUDITOR

GARY M. OLSON

WHEN RECORDED MAIL TO:			`	GART M. OLSON	
Seafirst Bank			•		
Regional Loan Service	Center				
P.O. Box 3828	·				
Seattle, WA 98124-382	8				
Account Number: ACAPS Number: Date Printed:	4391736 972250750390 9/16/1997	OPTION 15	-	. (
Reconveyance Fee:		1st DOT		. 7 4	
5012 Z/142	2	DEED OF TR	UST	9	
THIS DEED OF	TRUST is gran	nted this	day of	Septembers 9.	
by David F. Prosser A	nd Laura Prosser	, Husband And Wife			
severally. Grantor agree 1. CONVEYANCE. Grantor's right, title an	s as follows:	harmaine solls and sou	intor nerein shall mean	Doing Business As Seafirst each of them jointly and with power of sale, all of ether now owned or later	
acquired, located at 1540 Lakeview Rd	- 1			The same of later	
(NUMBER)	(STREET)	STEVENSON	WA 98648	(ZIP CODE)	
n Skamania	Court	ty, Washington and legal		(CH COUC)	
Of Washington. Full Le	gal Description A	Machada page 3	Of W. M. County Of Skan	Facilities State	
				dimed	
Property Tax ID # 0207				13.44	
as rights and profits de	erived from or in	any way connected with	aining to the Property; all	easements, tenements, royalties, mineral, oil and and ditch rights, however nents, issues and profits	
2. ASSIGNMENT O					
nd continuing right to or iue or to become due un s granted a license to co of the Payments in any ba	offect, in either Grader the Contracts flect the Payment ankruptcy proceeds	antor's or Beneficiary's na ("Payments"). As long as s, but such license shall a ling.	y all of Grantor's interest the Property ("Contracts") ame, all rents, receipts, inc there is no default under t not constitute Beneficiary's	, including the immediate one and other payments his Deed of Trust, Grantor consent to Grantor's use	
ny obligation under the eceived by it.	Contracts. Benefit	iary's duties are express	shall be construed as obtentions, expend any money, incury limited to giving of prop	r any expense or perform er credit for all Payments	
		Deed of Trust secures positions of the sum of Orly two dollars and five	erformance of each agree	ement made by Grantor	
77 440 40		on as evidenced by a pror		$Q \rightarrow Q$ Dollars.	
ayable to Beneficiary or ogether with any paymer eed of Trust shall be of dvance to Grantor. Gran prior to the Maturity Dat	order and made its made pursuan onstrued as oblig tor hereby conser	by Grantor, and includes if to paragraph 10.3 hereo jating Beneficiary to ma its to the filing for record gations remain outstand	all renewals, modifications of ("Secured Obligations"). ke any renewal, modifica	Nothing contained in this	
4.1 MAINTENAN	ICE OF PROPER	OTY Unintale and	<u> </u>		
ny improvement which m 4.2 COMPLIANO	ay be damaged o	or destroyed:	erve the Property in good may be constructed on to rdinances, regulations, co	he Property; and restore	
strictions affecting the P 4.3 REAL ESTAT	roperty; TE INTERESTS. Pi	erform all oblinations to the	e performed by Grantor ur	venants, conditions and	
4.4 PAYMENT (OF DEBTS AND	TAXES. Pay promptly a	e performed by Grantor un obligations secured by	the Property :=	
sessments and covernor	iental liens or cha	rose louised and and are	Adamon's Secrited DA	ule Property, all taxes.	

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4.5 INSURANCE. Insure continuously, with financially sound and reputable insurers acceptable to Beneficiary, all improvements on the Property against all risks, casuaties and losses through standard fire and extended coverage insurance or otherwise, including, without limitation, insurance against fire, thett, casualty, vandalism and any other risk Beneficiary may reasonably request. The insurance policies shall be in an aggregate amount of not less than the full replacement cost of all improvements on the Property, including the cost of demolition and removal of debris, and shall name Beneficiary as loss payes, as its Interest may appear. The amounts collected under the insurance policies may be applied to the Secured Obligations in any manner as Beneficiary determines, and such application shall not cause discontinuance of any proceeding to foreclose upon this Deed of Trust. In the event of foreclosure, all of Grantor's rights in the Insurance policies shall pass to purchaser at the foreclosure sale;

4.6 HAZARDOUS WASTE. Notify Beneficiary within twenty-four (24) hours of any release of a reportable quantity of any hezardous or regulated substance, or of the receipt by Grantor of any notice, order or communication from any governmental authority which relates to the existence of or potential for environmental pollution of any kind existing on the Property, or results from the use of the Property or any surrounding property; and

- 4.7 COSTS AND EXPENSES. Pay, relmburse and indemnify Beneficiary for all of Beneficiary's reasonable costs and expenses incurred in connection with foreclosing upon this Deed of Trust, defending any action or proceeding purporting to affect the rights or duties of Beneficiary or Trustee under this Deed of Trust, or managing the Property and collecting the Payments, including, without limitation, all attorneys' fees and value of the services of staff counset, legal expenses, collection costs, costs of title search, and trustee's and receiver's fees to the maximum extent allowable by
 - NEGATIVE COVENANTS. Grantor shall not without Beneficiary's prior written consent:
 - 5.1 PAYMENTS. Accept or collect Payments more than one (1) month in advance of the due date;
 - MODIFY CONTRACTS. Terminate, modify or amend any provision of the Contracts; or
- 5.3 RESTRICTIONS ON CONVEYANCES. Transfer or convey any interest in the Property, except by will or
- intestacy.
 EMINENT DOMAIN. In the event any portion of the Property is taken through eminent domain, the amount of the award to which Grantor is entitled shall be applied to the Secured Obligations.
- 7. RECONVEYANCE. Trustee shall reconvey such portion of the Property to the person entitled thereto upon written request of Beneficiary, or upon satisfaction of the Secured Obligations and written request for reconveyance made by Beneficiary or any person interested in the Property.

 8. SUCCESSOR TRUSTEE. In the event of death, incapacity, disability or resignation of the Trustee, Beneficiary may appoint a successor trustee and, upon the recording of such appointment in the 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.
- EVENTS OF DEFAULT. The occurrence of any of the following events shall, at Beneficiary's option, and at any
 time without regard to any previous knowledge on Beneficiary's part, constitute a default under the terms of this Deed
 of Trust, the Secured Obligations and all related loan docurrents:
- 9.1 NON-PAYMENT OF PRINCIPAL OR INTEREST. Any payment of principal or interest on the Secured Obligations is not made when due; or
- 9.2 FAILURE TO PERFORM. Any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property is not paid when due; or any other term, covenant or agreement of Grantor contained in this Deed of Trust or in any other document with Beneficiary, or in which Grantor grants a security interest in the Property, is not promptly performed or satisfied.
 - REMEDIES UPON DEFAULT, If any default occurs and is continuing, Beneficiary may, at its option:
 - 10.1 TERMINATE COMMITMENT. Terminate any outstanding and unfulfilled commitment to Grantor;

10.2 ACCELERATE. Declare any or all of the Secured Obligations, together with all accrued interest, to be ately due and payable without presentment, demand, protest or notice of any kind, all of which are expressly waived by Grantor:

- waived by Grantor;

 10.3 PAYMENTS. Pay such sums as may be necessary to pay any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property, without prejudice to Beneficiary's right to accelerate the Secured Obligations and foreclose upon this Deed of Trust. Grantor shall reimburse Beneficiary, upon demand, for all such amounts paid by Beneficiary, with interest thereon from the date of such payment at the highest rate that is, from time to time, applicable on any of the Secured Obligations. All unreimbursed amounts shall be added to and become a part of the Secured Obligations;
- 10.4 COLLECTION OF PAYMENTS. Terminate the license granted to Grantor to collect the Payments; take possession of, manage and operate the Property under the terms of the Contracts; and demand and collect all Payments, including endorsing any check, draft or other instrument given as payment, either by itself or through an agent or judicially-appointed receiver. The Payments shall be applied first to payment of the costs of managing the Property and collecting the Payments, and then to the Secured Obligations;
- 10.5 TRUSTEE'S SALE. Direct the Trustee, upon written request, to sell the Property and apply the sale proceeds in accordance with Washington's Deed of Trust Act (RCW 61.24.010, et seq.). Any person, except Trustee, may bid at the Trustee's sale; and
- 10.6 OTHER REMEDIES. Pursue all other available legal and equitable remedies, including, without limitation, foreclosing upon this Deed of Trust as a mortgage.
- Grantor expressly waives any defense or right, in any action or proceeding in connection with the Secured Obligations, that Beneficiary must first resort to any other security or person.
- 11. WAIVER. No waiver by Beneficiary of any deviation by Grantof from full performance of this Deed of Trust or the Secured Obligations, as the case may be, shall constitute a waiver of Beneficiary's right to require prompt payment or to assert any other right or remedy provided for in this Deed of Trust or the secured Obligations on the basis of the same or similar failure to perform.
- SUCCESSORS AND ASSIGNS. This Deed of Trust inures to the benefit of and is binding upon the respesses, legatees, administrators, executors, successors and assigns of the parties hereto.
- APPLICABLE LAW. This Deed of Trust has been delivered and accepted by Beneficiary in the State of Washington.
 Washington.

11. Presm

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EXHIBIT "A"

A tract of land in the North half of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the Anthony Pappas Short Plat, recorded in Book T of Short Plats, Page 27, Skamania County Records.

ALSO the Southeasterly 50 feet of Lot 3 of the Anthony Pappas Short Plat as recorded in Book T of Short Plats on Page 27, Skamania County Records; the Northeasterly line of said 50 foot wide parcel to run parallel with and 50 feet distant from the Southwesterly line of said Lot 3.

INITIAL HERE:

972250750390

ACKNOWLEDGMENT BY INDIVIDUAL

FOR RECORDING PURPOSES, DO NOT WRITE, SIGN OR STAMP WITHIN THE ONE INCH TOP, BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS.



THIS SPACE FOR NOTARY STAMP

STATE OF WASHINGTON ; ss

I certify that I know or have satisfactory evidence that David F. Prosser and Laura Prosser

is/are the individual(s) who signed this instrument in my
presence and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-17-97

STATE OF WASHINGTON

(NOTIFITY PUBLIC FOR THAT TATE OF WASHINGTON)

My appointment expires

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

FOR RECORDING PURPOSES, DO NOT WRITE, SIGN OR STAMP WITHIN THE ONE INCH TOP, BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS.



THIS SPACE FOR NOTARY STAMP I certify that I know or have satisfactory evidence	
and	
and is/are the individual(s)	b
	vho
signed this instrument in my presence, on oath stated that (he/she/they) was/were authorized to execute instrument and acknowledged it as the of	the
(TITLE) (ENTITY)	
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.	
Dated:	
(NOTAFY PUBLIC FOR THE STATE OF WASHINGTON)	
My appointment expires	

REQUEST FOR RECONVEYANCE

To Tristage

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

		Send Reconveyance To:	-
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C. W. 100. 012311 04.97			Page 3 of