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BOOK 169 PAGE 925

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TILTE

OCT 14 12 54 PM '97

Olson
AUDITOR
GARY H. OLSON

Washington Mutual
Loan Servicing
PO Box 91006 - SAS0307
Seattle, WA 98111
Attention: Vault



SCR 2/209

LIFELINE/LIFELINE PLUS
DEED OF TRUST
(Washington Use Only)

007-146-604460-146-02048-8

THIS DEED OF TRUST is between MICHAEL R. AND DIANNE PADILLA
HUSBAND AND WIFE

whose address is 1171 MATHEWS ROAD

WASHOUGAL WA 98671

("Grantor"); SKAMANIA COUNTY TILTE CO. a WASHINGTON corporation,

the address of which is 43 RUSSELL STREET STEVENSON, WA 98648

("Trustee"); and Washington Mutual Bank, a Washington corporation, whose address is
1201 Third Avenue, Seattle, Washington, 98101 ("Beneficiary").

1. **Granting Clause.** Grantor hereby grants, bargains, sells and conveys to Trustee in trust, with power of sale, the real property in SKAMANIA County, Washington, described below, and all rights and interest in it Grantor ever gets:

**A TRACT OF LAND LOCATED IN SECTION 20, TOWNSHIP 2 NORTH,
RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY
OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:**

**LOT 4 OF WEST FORK ESTATES # 2, RECORDED APRIL 14, 1980
IN BOOK 2 OF SHORT PLATS, PAGE 160, AUDITOR'S FILE NO.
90584, RECORDS OF SKAMANIA COUNTY, WASHINGTON**

Parcel No. 02-05-20-0-0-0208-00

together with all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property, all of which at the option of Beneficiary may be considered to be either personal property or to be part of the real estate.

All of the property described on page 1 will be called the "Property". If any of the Property is subject to the Uniform Commercial Code, this Deed of Trust is also a Security Agreement which grants Beneficiary, as secured party, a security interest in all such property.

2. **Obligation Secured.** This Deed of Trust is given to secure performance of each promise of Grantor contained herein or in a Lifeline/Lifeline Plus Home Equity Line of Credit Agreement with Beneficiary with a maximum credit limit of \$ 12,000.00 (the "Credit Agreement"), including any extensions, renewals or modifications thereof, and repayment of

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all sums borrowed by Grantor under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for a variable rate of interest. Under the Credit Agreement, the Grantor may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Deed of Trust. This Deed of Trust also secures payment of certain fees and charges payable by Grantor under the Credit Agreement, certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust, and advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full thirty (30) years from the date of this Deed of Trust (the "Maturity Date"). All of this money is called the "Debt".

3. Representations of Grantor. Grantor represents that:

- (a) Grantor is the owner of the Property, which is unencumbered except by: easements, reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary; and
- (b) The Property is not used principally for agricultural or farming purposes.

4. Promises of Grantor. Grantor promises:

- (a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property without first obtaining Beneficiary's written consent;
- (b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;
- (c) To pay on time all lawful taxes and assessments on the Property;
- (d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;
- (e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a); and
- (f) To keep the improvements on the Property insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause.

5. Transfer or Further Encumbrance of Property. Grantor additionally promises not to sell, transfer or further encumber the Property or any interest in the Property.

6. Curing of Defaults. If Grantor fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Grantor on demand.

7. Remedies For Default.

- (a) Prompt performance under this Deed of Trust is essential. If Grantor doesn't pay any installment of the Debt on time, or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of the Beneficiary, and the total amount owed by Grantor on the Credit Agreement. Additionally, if Beneficiary so requests in writing, Trustee shall sell the Property in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and attorney's fee; (ii) to the obligations secured by this Deed of Trust; and (iii) the surplus, if any, shall be deposited with the Clerk of the Superior Court of the county in which the sale took place, to be distributed in accordance with RCW 61.24.080.

(b) 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 execution of this Deed of Trust and any interest which Grantor subsequently acquired. The 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. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) The power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage or sue on the Credit Agreement according to law. In connection with any portion of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the state of Washington.

(d) By accepting payment of any sum secured by this Deed of Trust 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.

8. Condemnation; Eminent Domain. 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 secured by this Deed of Trust, shall be paid to Beneficiary to be applied to the obligation.

9. Fees and Costs. Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee is obligated to prosecute or defend to protect the lien of this Deed of Trust; and, in any other action taken by Beneficiary to collect the Debt, including without limitation any disposition of proceedings under the Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings.

10. Reconveyance. 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 Grantor and Beneficiary, or upon satisfaction of the obligations secured hereby and written request for reconveyance by Beneficiary or the person entitled thereto.

11. Trustee; Successor Trustee. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary shall 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 a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

12. Miscellaneous. This Deed of Trust shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Washington. If any provision of this Deed of Trust is determined to be invalid under law, the remaining provisions of this

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Deed of Trust shall nonetheless remain in full force and effect.

DATED at WASHOUGAL, Washington this 6th day of October, 1997.

GRANTOR(S):

[Signature]
Michael Padilla

STATE OF Washington)
COUNTY OF Clark) ss.

On this day personally appeared before me MICHAEL R. PADILLA and DIANNE PADILLA, to me known to be the individuals 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.

WITNESS my hand and official seal this 6 day of October, 1997.



Carol A. Lackey
Notary Public in and for the state of Washington
residing at Washougal
My appointment expires 01-15-98

REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when Grantor's indebtedness has been repaid and Credit Agreement cancelled.

TO: TRUSTEE

The undersigned is Beneficiary of the within Deed of Trust, and the legal owner and holder of the Lifeline/Lifeline Plus Home Equity Line of Credit Agreement secured thereby. Said Deed of Trust is hereby surrendered to you for reconveyance and you are requested, upon payment of all sums owing to you, to reconvey, without warranty, to the person(s) entitled thereto, the right, title and interest now held by you thereunder.

DATED _____

Washington Mutual Bank

By _____

Its _____

Mail reconveyance to _____

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