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BOOK 170 PAGE 939
FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE
Nov 14 10 35 AM '97
AMSER
AUDITOR
GARY M. OLSON

AFTER RECORDING MAIL TO:

Name Key Bank NA
Address P O Box 67
City/State White Salmon, Wa 98672

Document Title(s): (or transactions contained therein)

1. Deed of Trust
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Samuel F.W. Hollenberg
2. Robert A. Hollenberg
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. Key Bank of Wa.
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Lot 12, Carson Valley II, according to the
recorded Plat, thereof recorded in Book A
of Plats, page 155, in the County of Skamania,
State of Washington.

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s): 03-08-17-3-0-230/-00
parcel

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



RECORDATION REQUESTED BY:

KEY BANK OF WASHINGTON
73 N.E. ESTES AVENUE
P.O. BOX 67 MS 4458
WHITE SALMON, WA 98672

WHEN RECORDED MAIL TO:

KEY BANK OF WASHINGTON
LOAN OPERATIONS GROUP SERVICES
P.O. BOX 2145 MS 8860
SEATTLE, WA 98111-2145

SEND TAX NOTICES TO:

SAMUEL F.W. HOLLENBERRY and ROBERTA A.
HOLLENBERRY
.06 EYMAN CEMENTARY RD.
CARSON, WA 98610

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



DEED OF TRUST

THIS DEED OF TRUST IS DATED MAY 13, 1993, among SAMUEL F.W. HOLLENBERRY and ROBERTA A. HOLLENBERRY, VESTED AS FOLLOWS: SAMUEL F.W. HOLLENBERRY, PRESUMPTIVELY SUBJECT TO THE COMMUNITY INTEREST OF ROBERTA A. HOLLENBERRY, HIS WIFE, whose mailing address is .06 EYMAN CEMENTARY RD., CARSON, WA 98610 (referred to below as "Grantor"); KEY BANK OF WASHINGTON, whose mailing address is 73 N.E. ESTES AVENUE, P.O. BOX 67 MS 4458, WHITE SALMON, WA 98672 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and SKAMANIA COUNTY TITLE COMPANY, whose mailing address is 43 RUSSELL ST., STEVENSON, WA 98648 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in SKAMANIA County, State of Washington (the "Real Property"):

SEE ATTACHMENT 'A'

The Real Property or its address is commonly known as .06 EYMAN CEMENTARY RD., CARSON, WA 98610.

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means KEY BANK OF WASHINGTON, its successors and assigns. KEY BANK OF WASHINGTON also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation SAMUEL F.W. HOLLENBERRY and ROBERTA A. HOLLENBERRY.

Guarantor. The word "Guarantor" means and includes without limitation, any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means KEY BANK OF WASHINGTON, its successors and assigns.

Note. The word "Note" means the Note dated May 13, 1993, in the original principal amount of \$72,880.26 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means SKAMANIA COUNTY TITLE COMPANY and any substitute or successor trustees.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

05-13-1993
Loan No 234 105

DEED OF TRUST
(Continued)

BOOK 170 PAGE 941
Page 5

manner, any notice under this Deed of Trust shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Washington. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Washington.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured by this Deed of Trust.

SERVICING NOTICE. Grantor is hereby notified that the servicing for the loan is subject to sale, transfer, or assignment. If and when the servicing is sold, transferred or assigned, the purchasing servicing agent is required to provide notification to Grantor.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Samuel F.W. Hollenberry

x Robert A. Hollenberry

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Wa

COUNTY OF King

On this day before me, the undersigned Notary Public, personally appeared SAMUEL F.W. HOLLENBERRY and ROBERT A. HOLLENBERRY, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of May, 1993.

By Debra Carr Residing at White Salmon
Notary Public in and for the State of Wa My commission expires 3/25/96

REQUEST FOR FULL RECONVEYANCE

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. You are hereby requested, upon payment of all sums owing to you, to reconvey without warranty, to the persons entitled thereto, the right, title and interest now held by you under the Deed of Trust.

Date: _____

Beneficiary: _____

By: _____

Its: _____

ATTACHMENT "A"

Lot 12, CARSON VALLEY II, according to the recorded Plat thereof,
recorded in Book A of Plats, Page 155, in the County of Skamania, State
of Washington.

Samuel H. W. Hollenberry

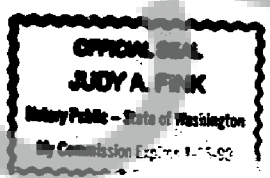
Roberta Hollenberry

November 13, 1997

This is a certified copy of a DOT signed by Samuel H W Hollenberry
and Roberta Hollenberry on May 13, 1993.

Carol Harris

Carol Harris
Assistant Vice President
Key Bank NA



Judy A. Fink

by
JAF

to