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BOOK 182 PAGE 645

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 CLERK OF COURT
 WASHINGTON COUNTY, WASH.

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CLERY

GARY H. OLSON

When Recorded, Please Return To:

Name: AVCO Industrial Loan Company
 Address: 11600 SE MILL Plain Ste P
Vanouver, WA 98684

City/State/Zip: Vanouver, WA 98684

SEE 2279

DEED OF TRUST (WITH POWER OF SALE) Account Number: 944005423

THIS DEED OF TRUST, Made this 23rd day of October, 19 98, Between
Charles P. Duling and Shari L. Duling, husband and wife, as "Grantor," whose address is
91 Ryan Iavelli Rd Washougal, WA 98671
 and Skamania County Title Company,
AVCO Industrial Loan Company, a Washington Corporation, as Trustee, and
 whose address is 11600 SE Mill Plain Ste P Vancouver, Wa 98684 as Beneficiary ("Grantee").

WITNESSETH: That Grantor hereby bargains, sells and conveys TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, with Assessor's Property Tax Parcel or Account Number 01-05-03-3-0-0700-00 situated in Skamania County, State of Washington.

SW Quarter Section 3, T1N, R5E

SEE ATTACHED EXHIBITS Page 3

☐ Additional Legal Description is on Page _____ of Document _____

which property is not used primarily for agricultural or farming purposes together with all buildings and improvements now or hereafter erected thereon, and heating, lighting, plumbing, gas, electric, ventilating, refrigeration and air conditioning equipment used in connection therewith, all of which, for the purpose of this Trust Deed, shall be deemed fixtures and subject to the property above described all of which is referred to hereinafter as the "premises". TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging, to trustee and his heirs, executors, administrators, successors and assigns, upon the trusts and for the uses and purposes following, and none other:

Grantor also assigns to Beneficiary all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest as provided in accordance with the terms and provisions of a Promissory Note/Loan Agreement (hereafter referred to as "Promissory Note") dated October 23, 1998 extended, deferred or rescheduled by renewal or refinancing herewith executed by Grantor and payable to the order of Beneficiary, to which Promissory Note reference is hereby made; (3) Payment of any additional advances in a principal sum not exceeding, and this Deed of Trust shall not secure more than, the aggregate sum of \$ 16640.26 with interest thereon, as maybe hereafter loaned by Beneficiary to Grantor, or any of them. This paragraph shall not constitute a commitment to make additional loans in any amount; (4) Any other indebtedness or obligation of the Grantor, or any of them, whether created directly or acquired by assignments, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising hereafter; (5) The payment of any money that may be advanced by the Beneficiary to Grantor or to third parties, with interest thereon, where the amounts are advanced to protect the security in accordance with the covenants of this Deed of Trust.

All payment made by Grantor(s) on the obligation secured by this Deed of Trust shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Grantor(s). SECOND: To the amount due under said Promissory Note.

TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) To keep said premises insured against fire, up to the full value of all improvements, if due, or to the restoration of said improvements. In the event of foreclosure, all rights of the Grantor in insurance policies applied on said indebtedness, if due, or to the restoration of said improvements. In the event of loss, Grantor(s) will give immediate notice by mail to Beneficiary, who may make proof of loss if not made promptly by Grantor(s), and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of Grantor(s). (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof. (3) In the event of default by Grantor(s) under Paragraphs 1 or 2 above, Beneficiary, at its option may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) such disbursements shall be deemed a part of the indebtedness secured by this Deed of Trust and shall be immediately due and payable by Grantor(s) to Beneficiary. (4) To pay when due any lien on the property which is senior to the lien of Beneficiary and, notwithstanding any right or option granted by any senior lien or by any senior Beneficiary to permit the principal balance of such senior lien to increase, Trustor will not permit the principal balance of any senior lien to increase above the balance at the time of the making of this Trust Deed until this Trust Deed shall have been paid in full. (5) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste

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or any use of said premises, or any restriction of record or contrary to laws, ordinances or regulations of proper public authority, to permit Beneficiary to enter at all reasonable times, for the purpose of inspecting the premises, not to remove or demolish any building thereon, to complete or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (6) That he will pay, promptly the indebtedness secured hereby, in full compliance with the terms of said Promissory Note and Payee of Trust, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portion of the indebtedness hereby secured may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created; (7) That it is agreed that the premises in fee simple and has good and lawful right to convey the same; and that he does hereby forever warrant and will forever defend, the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay installments on said Promissory Note as the same may be due or become due or upon default in performance of any agreement hereunder, including causing or permitting the principal balance of any service lien to increase above the principal balance at the time of the making of this Trust Deed, or upon sale or other disposition of the premises by Grantor(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Grantor(s) to the Beneficiary under this Deed of Trust or under the Promissory Note secured hereby, less unearned charges if required by law or if so provided in the Promissory Note, shall immediately become due and payable at the option of the Beneficiary on the application 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: (a) to the expense of the sale, including a reasonable Trustee's fee and Attorney's fee, unless prohibited by law; (b) to the obligation secured by this Deed of Trust; (c) 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. 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.

(2) Whenever all or a portion of any obligation secured by a trust deed has become due by reason of a default of any part of that obligation, including taxes, assessments, premiums for insurance or advances made by a Beneficiary in accordance with the terms of the Trust Deed, the Grantor or his successors in interest in the trust property, or any part of it, any Beneficiary under a subordinate Trust Deed or any person having a subordinate lien or encumbrance of record on the property, at any time prior to the time and date set by the Trustee for the Trustee's sale if the power of sale therein is to be exercised, may pay to the Beneficiary or his successor in interest, respectively, the entire amount then due under the terms of the Trust Deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and Trustee's and Attorney's fees actually incurred, not exceeding the highest amount allowed by law) other than such portion of the principal and/or interest as would not then be due had no default occurred, and thereby cure the default. After payment of this amount, all proceedings had or instituted to foreclose the Trust Deed shall be dismissed or discontinued, and the obligations and Trust Deed shall be reinstated and shall remain in force the same as if no acceleration had occurred.

(3) Grantor(s) agree to surrender possession of the hereinabove described Trust premises to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Grantor(s).

(4) Beneficiary may appoint a successor trustee at any time by filing for record in the mortgage records of each county in which said Deed of Trust is recorded, a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee.

(5) Upon payment in full by said Grantor(s) of this indebtedness hereunder, Trustee shall reconvey to said Trustor(s) the above-described premises according to law.

(6) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor to be applied on said indebtedness whether paid for or not.

(7) Notwithstanding anything in this Deed of Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor said Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.

(8) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural when appropriate.

IN WITNESS WHEREOF the said Grantor(s) has to these presents set hand and seal this date 10/23/98

Signed, Sealed and Delivered in the presence of

Witness

Witness

Charles P. Duffing (SEAL)

Charles P. Duffing - Borrower

Shari L. Duling (SEAL)

Shari L. Duling - Borrower

STATE OF WASHINGTON, COUNTY OF Clark

On this day personally appeared before me Charles P. Duling and Shari L. Duling

executed the within and foregoing instrument, and acknowledged that they signed the same as Charles P. Duling and Shari L. Duling to me known to be the individual described in and who for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of October, 1998

Notary Public in and for the State of Washington, residing at Vancouver

My Commission Expires: 9-01-00

TO TRUSTEE:

REQUEST FOR FULL RECONVEYANCE

Dated

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness secured by said Deed of Trust, delivered to you herewith and to convey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

By

By

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance can be made.

EXHIBIT 'A'

That portion of the Northeast Quarter of the Southwest Quarter of Section 3, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at a point 14.19 chains South of the center of the said Section 3; thence West 15.85 chains to the center of County Road No. 1113 designated as the Salmon Falls Road; thence Southerly along the center of said road to the Northwest corner to the tract of land conveyed to Eunice T. Froeschle by deed Dated May 16, 1910, and recorded at page 289 of Book 'M' of Deeds, records of Skamania County, Washington; thence East 13.40 chains to the center line of said Section 3; thence North 6.11 chains to the point of beginning; EXCEPT that portion thereof lying Southerly of State Road No. 140;

EXCEPT a tract of land conveyed to School District No. 1 by Deed dated June 22, 1934, and recorded at Page 552 of Book X of Deeds, Records of Skamania County, Washington, described as follows: Beginning at a point 375 feet East of the Southwest corner of School District No. 1 property in Section 3, Township 1 North, Range 5 East of the Willamette Meridian; thence East to the Northwestern right of way line Boundary of County Road No. 1101 designated as the Ryan-Tavelli Road; thence Southwesterly along said School Property to a point 60 feet due South of the South line of said School Property; thence West to a point 60 feet South of the point of beginning; thence North 60 feet to the point of beginning.

AND EXCEPT a tract of land conveyed to Skamania County by deed dated December 5, 1947, and recorded at Page 553 of Book 31 of Deeds, records of Skamania County, Washington, described as follows: Beginning at the Northeast corner of the Southeast Quarter of the Southwest Quarter of the said Section 3, said point being the Froeschle; thence West 420 feet to the initial point of the tract hereby excepted; thence North to the Southerly right of way line of County Road No. 1101 designated as the Ryan-Tavelli road; thence South 69° 59' West along said Right of Way line of said road to intersection thereof with the Northerly right of way line of State Road No. 140; thence South 74° 30' East along the Northerly line of State Road No. 140 to a point due West of the initial point; thence East 100 feet to the initial point.