Return Address:

Return Address:
DAMOSCOTT T'MHOL.
SHOW SELL MILLER RD
16600 02.21
DAVID SCOTT IMHOLT 16600 VERMILY BA RD NEHALEM, OR. 97131
Document Title(s) or transactions contained herein:
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RECON
/RE
GRANTOR(S) (Last name, first name, middle initial)
IMHOLT, DAVIN SCOTT
[] Additional names on page of document.
GRANTEE(S) (Last name, first name, middle initial)
WILSON, GREGORY R.
WILSON, DODG L
Additional names on page of document.
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)
(Noor-oranical No., 201, Block, That of Section, Township, Range, Quarter/Quarter)
Complete legal on page of document.
REFERENCE NUMBER(S) of Documents assigned or released:
2006 160 369
[] Additional numbers on page of document.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER
CIR T. P. ID
Property Tax Parcel ID is not yet assigned Additional parcel numbers on page of document.
[] Additional parcel numbers on page of document. The Auditor/Recorder will rely on the information provided on the form. The Staff will not read
the document to verify the accuracy or completeness of the indexing information.

IT IS MUTUALLY AGREED THAT:

- 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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- By accepting payment of any sum secured hereby 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.
- The Trustees shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option 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, 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: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 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. 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, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.
- The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- In the event of the death, incapacity or disability or resignation of Trustee, Beneficiary may 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 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.
- This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

DAVID S. IMHOLT STATE OF COUNTY OF

I certify that I know or have satisfactory evidence that DAVID S. IMHOLT is the person who appeared before me, and said person acknowledged that HE signed this instrument and acknowledged it to be HIS free and voluntary act for the uses and purposes mentioned in th

Dated:

Residing at 5 My appointment expires:

ST FOR FULL RECONVEYANCE Donnarceold. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated <u>04-18-13</u>

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DODY L. WILSON