

74415

TRUST DEED TO CONSUMER FINANCE LICENSEE

THIS TRUST DEED, made this 15th day of February, 1972, between Kenneth A. Muller and Ernestine Fuller, Skamania County Title Company, and Nationwide Finance Company, and

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Skamania County, Washington, described as:

Lot 9 & Lot 10 of CHESTER R. NELSON SUBDIVISION, Skamania County, State of Washington

which said described real property does not exceed three acres, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate,

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of the grantor herein contained and also securing the payment of the sum of \$ 5,000.00 this day actually loaned by the beneficiary to the grantor for which sum the grantor

has given his note of even date payable with interest to the beneficiary in 60 monthly installments of \$ 127.44 each, the first installment to become due and payable on the 15th day of March, 1972 and subsequent installments on the same day of each month thereafter until said note is fully paid; the final installment on said note in the sum of \$ 127.44 will become due and payable on February 15, 1977; said note bears interest at the following rates: Three percent per month on that part of the unpaid principal balance of said note not in excess of \$300, one and three-quarters percent per month on that part of the unpaid principal balance of said note in excess of \$300, but not in excess of \$1000, and one and one-quarter percent per month on that part of the unpaid principal balance of said note in excess of \$1000, but not in excess of \$3000. All installments include principal and interest and, as paid, shall be applied first to interest and then to unpaid principal; prepayment of said note in full or in part may be made at any time.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish or damage or improve thereon; and not to commit or permit any waste upon the premises.

2. To complete and keep in good and workable manner any and all improvements which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred thereon.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, as the beneficiary so requires, to join in executing and compliance with all acts pursuant to the Uniform Commercial Code as the same may require and to pay for filing same in the proper public offices or offices, as well as the cost of all liens searches made by the title officer or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire.

with extended coverage on amount not less than \$ written in copybooks acceptable to the beneficiary, with loss payable to the latter and to grantor or the beneficiary in event of a claim; all policies of insurance shall be delivered to the beneficiary as soon as issued; if the grantor shall fail to do and to keep up any such insurance and to deliver same to the beneficiary at least fifteen days prior to the expiration of any period of insurance now or hereafter placed on said property, the beneficiary may procure coverage on behalf of the grantor's expense.

5. To furnish to the beneficiary such authorities and direct benefits in favor of the grantor as may be reasonably required by the beneficiary and, if practicable, such credit life or credit accident and health insurance as grantor may desire.

6. To pay all taxes and premiums due from mechanics' liens and to pay all assessments and other charges that may be levied on said property or taxes, assessments and other charges that may be levied on any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to the beneficiary.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee.

It is mutually agreed that:

y. In the event that any portion or all of said property shall be taken by the state under condemnation or condemnation, beneficiary shall have the right to sue for damages or compensation, to require that all or any portion of the money paid for the same be paid to the grantor for each dollar which is in excess of the amount required to pay all reasonable costs, expenses and fees necessarily paid or incurred by grantor in said proceedings, shall be held to beneficiary and applied by it upon the sum so received by grantor and grantor agrees, at his option, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly after the request.

8. At any time but from time to time upon written request of beneficiary and presentation of the note for enforcement (in case of full recoupment or cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) cancel or not record or file any map or plot of said property; (b) make, affix or attach any encumbrance or restriction thereon; (c) in any subdivision or other agreement affecting the title on the part of grantor, (d) recover, without notice, all or any part of the property. The grantee in any such recovery may be described as the "person or persons legally entitled thereto" and the recordation of any matter or fact shall be conclusive proof of the

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, or a life insurance company authorized to insure life to real property of this state, its subsidiaries, affiliates, agents or branches.

The trustee is always the beneficiary. This form not suitable for loans less than \$2,000 or in excess of \$5,000.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
 (a) for personal, family, household or agricultural purposes (see Important Notice below);
 (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

This deed applies to, insures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledges, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Nass Form No. 1314, or equivalent. If compliance with the Act not required, disregard this notice. Moreover, if pursuant to the above Act and Regulation, the grantor has the right of rescission, use Stevens-Nass Forms No. 1301 and No. 1303, or equivalent.

(If the signer of the above is a corporation, see the form of acknowledgment opposite.)

105 93-493

STATE OF OREGON, County of

Kenneth A. Fuller
Ernestine J. Fuller

STATE OF OREGON,

County of Multnomah

February 15, 1972

Personally appeared the above named Kenneth A. Fuller and Ernestine Fuller and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Below, is:

Notary Public for Oregon

My commission expires: 1/30/76

Personally appeared _____ and _____ who, being duly sworn, each for himself and in one for the other, did say that the former is the president and that the latter is the secretary of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

TRUST DEED

TO
CONSUMER FINANCE LICENSEE
Name No. 948

Kenneth A. Fuller

STATE OF OREGON

County of Multnomah, State of Oregon
I certify that the within instrument was received for record on the day of February, 1972, at 10 o'clock A.M., and recorded in book _____ on page _____, filing fee number _____, Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Ernestine J. Fuller
Deputy
By *Ernestine J. Fuller*

STATE OF OREGON, P.R.C. - PORTLAND, OR.

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

Trustee

TO:

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED:

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Beneficiary