

92013346

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

MAR 4 1992

When Recorded Return to:  
SMITH, O'HARE, CRANE & MESENBRINK (PTC)  
P. O. Box 68  
Silverdale, Washington 98383  
Mail Tax Bills To  
9619 Levin Rd NW  
Silverdale, WA 98383  
**DEED OF TRUST**  
(For Use in the State of Washington Only)

*Anna M. Austin*  
AUDITOR LAKE COUNTY

THIS DEED OF TRUST, made this 25<sup>TH</sup> day of November, 1991, between DAVID BEAL, Grantor, whose address is: Post Office Box 11777, Bainbridge Island, Washington 98110; Transamerica Title Company, Trustee, whose address is: 9619 Levin Road NW, Silverdale, Washington 98383; and LINDA BERRY BEAL, Beneficiary, whose address is: Post Office Box 212, Poulsbo, Washington 98370.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Lake County, Gary, Indiana:

See attached Exhibit "A"

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Eighty Eight Thousand Nine Hundred Fifty and 00/100 Dollars (\$88,950.00), with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust in addition to the total of the prior Deeds of Trust and provide to the Beneficiary proof of the amount and designation of this Trustee for that coverage. As this Deed of Trust is junior to prior existing Deeds of Trust, grantor covenants and agrees that if, at any time, the obligations secured by the senior Deeds of Trust are satisfied, an insurance policy meeting the above requirements will remain in effect which policy will then be held by the Beneficiary. After the senior Deeds of Trust are satisfied,



STATE OF INDIANA/S.M.C.  
LAKE COUNTY  
FILED FOR RECORDS  
MAR 4 11 42 PM '92  
RECORDS SECTION  
LAKE COUNTY

*Scott R. Belva*  
8396 Miss St  
Therr X6910

13.00  
00217

the amount collected under any insurance policy may be applied upon any indebtedness hereby secured. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser of the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary of Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT

1. 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 obligations secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. 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.
3. The 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 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.
4. 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 the 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.
5. 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 purchaser and encumbrancers for value.

- 6. 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.
- 7. In the event of the death, incapacity, 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 thereto 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.
- 8. 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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.



STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that DAVID BEAL signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27<sup>th</sup> day of November, 1991.

Jorie Ann Davies  
 Notary Public in and for the  
 State of Washington  
 Residing at Seabrook  
 My Appointment Expires: 9-1-95

Key # 42 - 83 - 2

Key # 42 - 85 - 2

LEGAL DESCRIPTION

The South 15 ft. of Lot 1, all of Lots 2 thru 13, both inclusive except the East 20 feet thereof, and that portion of vacated 14th Avenue, the South 215 ft. of the North 275 ft. of vacated Alley No. 2 West, and the South 15 ft. of Lot 14, all of Lots 15 thru 24, both inclusive, all being part of Block 16, and also the South 15 ft. of Lot 1, all of Lots 2 thru 11, both inclusive, the South 265 ft. of the North 275 ft. of vacated Alley No. 3 West, and the South 15 ft. of Lot 14, all of Lots 15 thru 21, both inclusive and the North 20 ft. and the South 5 feet of the East 35 feet of Lot 22, the East 35 feet of Lot 23 and the North 7 feet of the East 35 feet of Lot 24, the South 210 feet of the North 220 feet of vacated Jefferson Street, all being part of Block 18, with all the above lying in The Chicago-Tollerton Land and Investment Company Third Addition to the City of Gary, Indiana, as shown on Exhibit A, page 27, in the Office of the Recorder, Lake County, Indiana, and not lying within the Corporated Limits of the City of Gary, Lake County, Indiana, and being more particularly described as: Commencing at the NE Corner of the NE 1/4 of Section 9 Township 36 North, Range 8 West of the 2nd P.M.; thence North along the East line of the NE 1/4 of said Section 9, 803.5 ft., to a point on the projected North Right of Way line of 13th Avenue (70 ft. R/W); thence So 90°-00'-00" W, an assumed bearing along the South Right of Way line of 13th Avenue (70 ft. R/W), 366.02 ft., to the Point of Beginning; thence S 01°-16'-20" E, along the West Right of Way line of Washington Street (70' R/W), 319.73 ft.; thence N 90°-00'-00" W, 99.87 ft., to an East line of Linear Park; thence N 01°-16'-20" W, 54.73 ft., to a North line of Linear Park; thence N 90°-00'-00" W, along a North line of Linear Park, 141.00 ft.; thence N 01°-16'-20" W, along an East line of Linear Park, 265.00 ft., to the North Right of Way line of 13th Avenue (70 ft. R/W); thence N 90°-00'-00" W, along the South Right of Way line of 13th Avenue (70 ft. R/W), 50.01 ft.; thence S 01°-16'-20" E, along a West line of Linear Park, 265.00 ft.; thence N 90°-00'-00" W, along a North line of Linear Park, 141.00 ft.; thence N 01°-16'-20" W, along a West line of Linear Park, 18.0 ft.; thence So 90°-00'-00" W, 35.0 ft.; thence S 01°-16'-20" W, 37.0 ft.; thence N 90°-00'-00" W, 136.0 ft., to a point on West right of way line of vacated Jefferson Street; thence N 01°-16'-20" W, along the West right of way line of vacated Jefferson Street, 210.0 ft., to a point on the South right of way line of 13th Avenue; thence N 90°-00'-00" E, along the South right of way line of 13th Avenue (70 ft. R/W), 603.10 ft. to the point of beginning.

EXHIBIT "A"