

93056

BOOK 58 PAGE 244



COMMONWEALTH LAND
TITLE INSURANCE COMPANY
Philadelphia, Pennsylvania

FILED FOR RECORD AT REQUEST OF

THIS SPACE PROVIDED FOR RECORDER'S USE

WHEN RECORDED RETURN TO

Name PEOPLES ESCROW COMPANY

Address PO BOX 204

City, State, Zip VANC, WA. 98666

Registered ☒
Indexed, Dir. ☒
Indirect ☒
Recorded ☒
Mailed ☒

STATE OF WASHINGTON) SS

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF RECORDING IS A COPY

OF Book 58 Page 244AT 2:25 2:10 19 81WAS RECORDED IN BOOK 58OF City AT PAGE 244

RECORDS OF SKAMANIA COUNTY, WASH.

Mark H. [Signature]

COUNTY AUDITOR

DEPUTY

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 3 day of SEPTEMBER, 19 81, between

STEPHEN M. YOUNG, AN UNMARRIED MAN &

RONALD A. RUSSELL, AN UNMARRIED MAN

whose address is 5115 S.W. 10TH AVE., SUITE 805, PORTLAND, OREGON

GRANTOR,

a corporation, TRUSTEE, whose address is 2603 Third Avenue, Seattle, Washington 98121, and

RICHARD E. BARBER & PATRICIA J. BARBER, HUSBAND & WIFE

BENEFICIARY,

whose address is 3415 SHYLEEN, GIG HARBOR, WA. 98335

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the

following described real property in SKAMANIA County, Washington:

LOT 2, BLOCK 3, AND LOT 28, BLOCK 1, OF WOODARD MARINA ESTATES, ACCORDING
TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD AT PAGE 114 & 115 OF BOOK "A" OF
PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

TOGETHER WITH SHORELANDS OF SECOND CLASS CONVEYED TO THE STATE OF WASHINGTON
AND FRONTING AND ABUTTING UPON THE SAID LOT 28.



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 ONE HUNDRED TWENTY SEVEN THOUSAND TWO HUNDRED & NO/100 Dollars (\$ 127,200.00) 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.

CCT# 2140

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. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. 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 at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or 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 obligation 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 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.
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.

STEPHEN M. YOUNG

RONALD A. RUSSELL

STATE OF WASHINGTON
COUNTY OF CLALLAMOn this 1st day of September, 1981, personally appeared before me
STEPHEN M. YOUNG & RONALD A. RUSSELLto me known to be the individual described in and
who executed the within and foregoing instrument,
and acknowledged that THEY signed the same
as THEIR free and voluntary act and deed,
for the uses and purposes therein mentioned.GIVEN under my hand and official seal this
day of SEPT 1981Notary Public in and for the State of Wash-
ington, residing at VANCOUVERSTATE OF WASHINGTON
COUNTY OF CLALLAMOn this 1st day of September, 1981,
before me, the undersigned, a Notary Public in and for the State of Wash-
ington, duly commissioned and sworn, personally appearedand
to me known to be the President and Secretary,
respectively of
the corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said corpora-
tion, for the uses and purposes therein mentioned, and on oath stated that
authorized to execute the said instrument and that the seal
affixed is the corporate seal of said corporation.Witness my hand and official seal hereto affixed the day and year first
above written.Notary Public in and for the State of Washington,
residing at

REQUEST FOR FULL RECONVEYANCE

Do not record. 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

19

8-9161

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BOOK 57 PAGE 246

SEPT 3

is in relation to certain Deed of Trust
 between STEPHEN M. YOUNG & RONALD A. RUSSELL
 as Grantor, COMMONWEALTH LAND TITLE
 INS. COMPANY as Trustee, and RICHARD E. BARBER &
 PATRICIA J. BARBER as Beneficiary.

Notwithstanding language in the Deed of Trust to
 the contrary, the parties hereto agree as follows:

This Deed of Trust is subject and subordinate to
 Deed of Trust (or mortgage) recorded OCTOBER 12, 1978
 Skamania County, State of Washington, to secure the pay-
 ment of a note for ONE HUNDRED TWENTY SEVEN TWO HUNDRED
 127,200.00 Dollars (or mortgage) and
 the note and mortgage are referred to as the "first mortgage" and
 "first mortgage note".

Grantor has read and agrees to comply with all of the
 terms and conditions of the first mortgage and first mortgage
 note with respect to the payment of interest and
 principal due under the first mortgage note, and Grantor
 failure to do so shall constitute a default under this
 Deed of Trust.

Beneficiary agrees to make all payments required
 under the first mortgage and the first mortgage note so long
 as Grantor is in default hereof. If Beneficiary should
 fail to make any required payment, Grantor shall
 have the right to advance the funds necessary to cure such
 default and all amounts advanced may, at Grantor's option,
 be applied and offset against the installments of interest
 due on the first mortgage note secured by this Deed of
 Trust. In the event of default by Beneficiary, Grantor will not
 be liable to the holder of the first mortgage.

In the event of default hereunder, Beneficiary
 agrees to pay and cause to be paid all principal and interest owing
 under the first mortgage note and to cause the first mortgage
 note to be paid at such time as Grantor pays all
 amounts due under the note secured hereby.

Grantor and Beneficiary agree to send promptly to
 the holder of the first mortgage note of default or otherwise
 as required by the holder of the first mortgage note.

IN THE EVENT GRANTOR SHALL FAIL TO PAY THE MONTHLY INSTALLMENTS OF PRINCIPAL & INTEREST
 AS SPECIFIED IN THE NOTE WITHIN TEN (10) DAYS FROM DUE DATE THEREOF, A LATE CHARGE OF
 \$50.00 SHALL BE PAYABLE TO BENEFICIARY.

THE NOTE REFERRED TO HEREIN SHALL BE EXCLUSIVE BETWEEN GRANTOR & BENEFICIARY AND MAY NOT BE
 ASSUMED OR INTEREST IN THE PROPERTY SOLD WITHOUT WRITTEN APPROVAL OF BENEFICIARY.

IF NOT SOONER PAID, ANY REMAINING BALANCE OF THIS NOTE PLUS ACCRUED INTEREST
 SHALL BECOME DUE AND PAYABLE SEVEN YEARS FROM THE DATE OF CLOSING.

GRANTOR STEPHEN M. YOUNG

BENEFICIARY RICHARD E. BARBER

GRANTOR RONALD A. RUSSELL

BENEFICIARY PATRICIA J. BARBER