

93939

BULE 58 PAGE 612

**First American Title
INSURANCE COMPANY**

SK-10650
Filed for Record at Request of

Name Heritage Bank

Address P.O. Box 1144

City and State Camas, Washington 98607

THIS SPACE PROVIDED FOR RECORDER'S USE.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) SS.
I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING IS DATED BY

SKAMANIA COUNTY TITLE CO.

STEVENSUN, W.N.

At 2:00 P.M. MAY 12 1982

DA 58

OF 612

RECORDED Y.M. Olson WASH.

COUNTY AUDITOR

DEPUTY

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 3rd day of May 1982, between
SR-J Land Development, Inc., A Washington Corporation as to an undivided 2/3 interest,
and Marion Z. Lamb and Dorothy A. Lamb, husband and wife, as to an un- GRANTOR.
divided 1/3 interest, dba: MID Development Company
whose address is...

Skamania County TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is
43 Russell St, Stevenson, Washington, and

Heritage Bank BENEFICIARY.

whose address is 430 N.E. Adams, (P.O. Box 1144) Camas, WA 98607

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

See attached legal description



Registered X
Indexed Dir. X
ndirect X
Recorded X
Mailed X

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 fifty thousand and no/100 Dollars (\$150,000.00***
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. 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.

R-J Land Development Inc.

Pres.

Sec.

Marion Z. Lamb

Dorothy A. Lamb

STATE OF WASHINGTON

COUNTY OF Clark

STATE OF WASHINGTON

COUNTY OF Clark

On this day personally appeared before me

Douglas M. Ray, Irwin Jessen, Marion Z. Lamb and Dorothy A. Lamb

to 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

3rd day of May, 1982

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

On this 3rd day of May, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Douglas M. Ray and Irwin Jessen

and

to me known to be the President and Secretary

respectively of R-J Land Development Inc.

the corporation that executed the foregoing instrument, and acknowledged

the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that

they are 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 this day and year first above written.

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

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 1982

THAT PORTION OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, THENCE EAST, ALONG THE SOUTH LINE THEREOF, TO THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. PSH-8; THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID HIGHWAY, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE WEST ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, TO THE NORTHWEST CORNER OF THE EAST 16 FEET OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH, ALONG THE WEST LINE OF THE EAST 16 FEET OF SAID WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER TO THE SOUTHWEST CORNER THEREOF; THENCE EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, 16 FEET, MORE OR LESS, TO THE

NORTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH, ALONG THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, TO THE SOUTH LINE OF SAID SECTION 9; THENCE EAST, ALONG SAID SOUTH LINE, TO THE POINT OF BEGINNING THEREOF.

EXCEPT A TRACT OF LAND DESCRIBED AS THE WESTERLY 223.7 FEET OF THE NORTH 208.7 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN GRANTED TO THE STATE OF WASHINGTON FOR THE CAPE HORN RADIO RELAY STATION BY DEED DATED MARCH 15, 1965, AND RECORDED APRIL 6, 1965 AT PAGE 114 OF BOOK 54 OF DEEDS, UNDER AUDITOR'S FILE NO. 64870, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

EXCEPT ALSO THAT PORTION DEDICATED TO SKAMANIA COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE IRON PIN MARKING THE CENTER QUARTER CORNER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH $2^{\circ} 08' 49''$ WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER 82.14 FEET; THENCE SOUTH $89^{\circ} 11' 41''$ WEST 100 FEET; THENCE NORTH $0^{\circ} 48' 19''$ WEST 50 FEET; THENCE SOUTH $89^{\circ} 11' 41''$ WEST 227.43 FEET; THENCE NORTH $2^{\circ} 07' 25''$ EAST 40.06 FEET; THENCE NORTH $89^{\circ} 11' 41''$ EAST 185 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER; THENCE SOUTH $89^{\circ} 38' 48''$ EAST 144.82 FEET TO THE POINT OF BEGINNING.

EXCEPT ALSO THAT PORTION OF THE EAST 16 FEET OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 LYING NORTHERLY OF STRUNK COUNTY ROAD.

EXCEPT ALSO LOT NO. 3 OF THE R-J LAND DEVELOPMENT, SHORT PLAT NO. 2 RECORDED MAY 27, 1981, AT PAGE 5 OF BOOK 3 OF SHORT PLATS UNDER AUDITOR'S FILE NO. 92494, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

EXCEPT ALSO LOT 3 OF JAMES ROMAN SHORT PLAT, RECORDED IN BOOK 2 OF SHORT PLATS AT PAGE 150, UNDER AUDITOR'S FILE NO. 90245, RECORDS OF SKAMANIA COUNTY, WASHINGTON.