



94616

DEED OF TRUST

58

PAGE 767

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Name Columbia Gorge BankAddress P.O. Box 340City and State Stevenson, Washington 98648

DEED OF TRUST

3-1-36 44-2100
3-7-36 13 2000

12723

THIS SPACE RESERVED FOR RECORDER'S USE

COUNTY OF WASHINGTON, SS

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

STANDARD & SURETY CO

OF STEVENSON, WASH

9-10-82 AUG 23 1982

WAS

11762 767

COUNTY AUDITOR

J. M. GIBSON

COUNTY AUDITOR

11762 767

THIS DEED OF TRUST, made this 20 day of August, 19 82, between EARL S. CLARK AND LORRAINE R. CLARK, HUSBAND AND WIFE, Grantor, whose address is P.O. BOX 268, STEVENSON, WASHINGTON 98648, and SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 2615 4th Avenue, Seattle, Washington 98125, and Columbia Gorge Bank, A Washington corporation, Beneficiary, whose address is P.O. Box 340, Stevenson, Washington 98648.

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 legal description attached.

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 SIXTY-NINE THOUSAND TWO HUNDRED EIGHTY THREE AND 83/100 \$ 69,283.83 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 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 thereof 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, (as amended), 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 or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

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 purchasers 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.

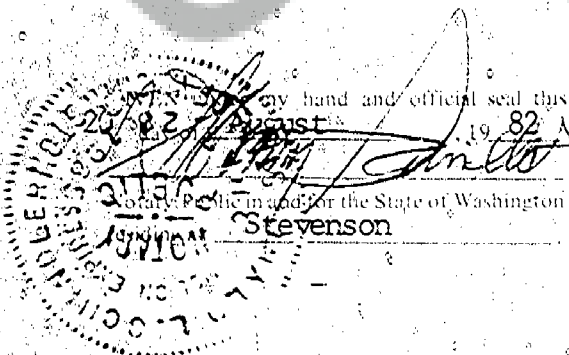
7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Earl S. Clark
Lorraine R. Clark

STATE OF WASHINGTON
COUNTY OF SKAMANIA

On this day personally appeared before me,
Earl S. Clark & Lorraine R. Clark
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 men-
tioned.



STATE OF WASHINGTON
COUNTY OF _____

On this _____ day of _____, 19____, before me, the undersigned, a
Notary Public in and for the State of Washington, duly commissioned and sworn,
personally appeared _____
and _____
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 corporation, 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____

Mail reconveyance to _____

ORDER NO. SK-12723
DESCRIPTION

PARCEL A

A TRACT OF LAND LOCATED IN THE HENRY SHEPARD DONATION LAND CLAIM ON SECOND STREET IN THE TOWN OF STEVENSON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 16 OF BLOCK SEVEN OF RIVERVIEW ADDITION TO THE TOWN OF STEVENSON ACCORDING TO THE OFFICIAL PLAT THEREOF, THENCE NORTH $55^{\circ} 30'$ EAST 175 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE NORTH $34^{\circ} 30'$ WEST 105 FEET; THENCE NORTH $55^{\circ} 30'$ EAST TO THE CENTER OF KANAKA CREEK ROAD, SO-CALLED AND NOW ABANDONED; THENCE SOUTHERLY ALONG THE CENTER OF THE SAID ROAD TO INTERSECTION WITH THE NORTHERLY LINE OF STATE HIGHWAY NO. 8 AS PRESENTLY LOCATED AND ESTABLISHED; THENCE SOUTH $55^{\circ} 30'$ WEST ALONG THE NORTHERLY LINE OF THE SAID HIGHWAY TO THE INITIAL POINT;

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE ROAD KNOWN AND DESIGNATED AS VANCOUVER AVENUE AND THE CENTER LINE OF THE KANAKA CREEK ROAD, SO-CALLED AND NOW ABANDONED; THENCE SOUTHEASTERLY FOLLOWING THE CENTER OF THE SAID KANAKA CREEK ROAD TO THE NORTHERLY LINE OF STATE HIGHWAY NO. 8; THENCE NORTHEASTERLY FOLLOWING THE NORTHERLY LINE OF THE SAID HIGHWAY TO INTERSECTION WITH THE CENTER OF KANAKA CREEK; THENCE NORTHERLY FOLLOWING THE CENTER OF KANAKA CREEK TO A POINT DUE EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING. SKAMANIA COUNTY, STATE OF WASHINGTON.

PARCEL B

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE COUNTY ROAD KNOWN AND DESIGNATED AS GROPPER ROAD, SAID POINT BEING 320 FEET EASTERLY OF THE CENTERLINE RUNNING NORTH AND SOUTH THROUGH THE CENTER OF THE NORTHWEST QUARTER OF THE SAID SECTION 36; THENCE NORTH 208 FEET; THENCE EAST 208 FEET; THENCE SOUTH 208 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE SAID GROPPER ROAD; THENCE NORTH 186 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE NORTH 99.5 FEET, MORE OR LESS, TO THE CENTER LINE OF THE NATURAL GAS PIPELINE CONSTRUCTED BY PACIFIC NORTHWEST PIPELINE CORPORATION; THENCE FOLLOWING THE CENTER OF SAID PIPELINE NORTH 58° EAST 108 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE COUNTY ROAD KNOWN AND DESIGNATED AS MAPLE WAY; THENCE SOUTH FOLLOWING THE WESTERLY LINE OF SAID MAPLE WAY TO A POINT NORTH 74° EAST OF THE INITIAL POINT; THENCE SOUTH 74° WEST 102 FEET, MORE OR LESS, TO THE INITIAL POINT;

EXCEPT THAT PORTION THEREOF CONVEYED BY QUIT CLAIM DEED DATED NOVEMBER 10, 1967, TO CLARKE COUNTY SAVINGS AND LOAN ASSOCIATION AND PEGGY R. MACKINNON, RECORDED AT PAGE 182 OF BOOK 58 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.