

When recorded mail to:

**NEWBY, NEWBY & LANGSDORF**

ATTORNEYS AT LAW

1010 Esther St. - Tel. (206) 694-6513  
Vancouver, Washington 98660



### DEED OF TRUST

THIS DEED OF TRUST, made this 13th day of November, 1982, between JAMES E. TOWNSEND and JUNE P. TOWNSEND, husband and wife, Grantor, whose address is MP 214 LaBarre Road, Washougal, Washington 98671, NEWBY, NEWBY & LANGSDORF, Attorney's at Law TRUSTEE, whose address is 1010 Esther Street, Vancouver, Wa. 98660 and TARGET SERVICES, INC., A Delaware Corporation as Beneficiary,

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 No. 1. Short Plat recorded June 18, 1975 under Auditor's File No. 80044, records of Skamania County, Washington, described as follows:

Starting at the Northeast corner of Section 28, Township 2 North, Range 5 East of the Willamette Meridian, and run along section line South 89°03'55" West for 658.92 to Northeast corner of West half of Northeast quarter of Northeast quarter, run along North-south centerline of Northeast quarter of Northeast quarter South 00°29'40" East for 326.37 feet to its intersection with the South line of the right-of-way of the Bonneville Power Administration Line (B.P.A.) which is point of beginning of tract; run along North-south centerline of Northeast quarter, Northeast quarter, Section 28, South 00°29'40" East for 578.60 feet to Northwest boundary of right-of-way of LaBarre County Road, run along right-of-way boundary through curve to right with radius of 94.56' through central angle of 52°04'34" a distance of 85.95 feet, run North 33°41'00" West for 74.19 feet, run through curve to left with radius of 268.73 feet through central angle of 63°02' for distance of 295.64' run South 83°17'00" West for 168.24 feet to a point, Leave right-of-way boundary and run North 00°00'00" East for 372.94 feet to South boundary of B.P.A. Power Line Right-of-way, run along right-of-way boundary North 89°34'50" East for 530.00 feet to point of beginning.

which real property is not used principally for agricultural or farming purposes together with all 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 THIRTY FIVE THOUSAND AND NO/100\* \* Dollars (\$35,000.00), with interest, in accordance with the terms of the 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, lien 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 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 hereon 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 Trustees 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



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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 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 purchasers and encumbrances 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 or 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.

x James E. Townsend  
James E. Townsend

x June P. Townsend  
June P. Townsend

STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss

On this day personally appeared before me James E. Townsend and June P. Townsend to me known to be the individuals described in and who executed the within 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 13th day of November, 1982.

Richard L. Korman  
Notary Public in and for the State of Washington, residing at Ridgefield, Washington

