



SK-13052-

BOOK 59 PAGE 244

DEED OF TRUST

THIS DEED OF TRUST is between GEORGE G. WILSON AND TRUDY FRANCES WILSON
whose address is M. P. 5023 State Road #14, Stevenson, Washington 98648
("Grantor"); Skamania County Title Company, Washington
P. O. Box 277, Stevenson, Washington 98648 corporation, the address of which is
and its successors on trust and assigns ("Trustee"); and WASHINGTON MUTUAL SAVINGS BANK, a Washington corporation, the address of which is
1101 Second Avenue, Seattle, Washington 98101 ("Beneficiary").

1. **Granting Clause** Grantor hereby grants, bargains, sells and conveys to Trustee in Trust, with power of sale, the real property in
Skamania County, Washington, described below, and all interest in it Grantor ever gets;
SEE ATTACHED

A tract of land located in Section 27 and 34, Township 3 North Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point describing highway engineers station 362+26.3 for primary State Highway #8; thence North 23° 29' East 65 feet to the initial point of the tract hereby described; said point being marked by concrete highway monument; thence North 66° 31' West following the Northerly line of said highway right of way 223 feet to a concrete highway monument; thence North 23° 29' East 200 feet; thence South 66° 31' East 223 feet to a point North 23° 29' East from the initial point; thence South 23° 29' West 200 feet to the initial point.

Money advanced by Beneficiary under Section 6 or otherwise to protect the Property or Beneficiary's interest in the Property. All of this money is called the "Debt."

3. **Representations Of Grantor** Grantor represents that:

- (a) Grantor is the owner of the Property, which is unencumbered except by easements, reservations, and restrictions of record not inconsistent with the intended use of the Property, and any existing mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary (Grantor specifically represents that the Property is not encumbered by any real estate contract); and
- (b) The Property is not used principally for agricultural or farming purposes.

4. **Sale Or Transfer Of Property** The Loan is personal to Grantor, and it is agreed that a transfer of the Property to some other person would unreasonably impair Beneficiary's security for the Loan. Accordingly, if the Property or any interest therein is sold or otherwise transferred, the entire Debt shall become immediately due and payable without notice from Beneficiary and bear interest at the default rate (as that term is defined below) from the date of the transfer until paid in full. In addition, Beneficiary shall have the right to exercise any of the remedies for default permitted by this Deed of Trust.

5. **Promises Of Grantor** Grantor promises:

- (a) To keep the Property in good repair; not to move, alter or demolish any of the improvements on the Property without Beneficiary's written consent; and not to sell or transfer the Property or any interest in the Property without paying off the Debt in full;
- (b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;
- (c) To pay on time all lawful taxes and assessments on the Property;
- (d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;
- (e) To keep the Property and the improvements thereon insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in the greater of the original amount of the Loan or the replacement value of the Property and improvements as determined by Grantor's insurer, or in a lesser amount recommended by the insurer and accepted by Beneficiary; and to cause all such policies to be endorsed to show the interest of and to be delivered to Beneficiary; and
- (f) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed in any action, the assertion alone shall impair the lien of this Deed of Trust for purposes of this Section 5(f).

6. **Curing Of Defaults** If Grantor fails to comply with any of the covenants in Section 5, including compliance with all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. The amount spent shall bear interest at the default rate (as that term is defined below) and be repayable by Grantor on demand.

7. **Defaults: Sale**

(a) Prompt performance under this Deed of Trust is essential. If Grantor doesn't pay an installment of the Loan on time, or if there is a breach of any of the promises contained in this Deed of Trust or any other document securing the Loan, Grantor will be in default and the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable at the option of Beneficiary. If Grantor is in default and Beneficiary exercises its right to demand repayment in full, the total amount owed by Grantor on the day of the default, including unpaid interest, will bear interest at a rate six percent (6%) per year higher than the rate Grantor is obligated to pay under the terms of the Note if not in default (the "Default Rate") from the day of the default until repaid in full, and, if Beneficiary so requests in writing, Trustee shall sell the 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 the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust; (iii) the surplus, if any, shall be deposited with the clerk of the Superior Court of the county in which the sale took place to be distributed in accordance with RCW 61.24.080.

(b) 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 the interest in the Property which Grantor had the power to convey at the time of execution of this Deed of Trust and any interest which Grantor subsequently acquired. 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. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) The power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage. Beneficiary may also take such other action as it considers appropriate, including exercising the rights of a secured party under the Uniform Commercial Code.

(d) By accepting payment of any sum secured by this Deed of Trust 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.

8. **Condemnation; Eminent Domain** 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 Debt and all other obligations secured by this Deed of Trust, shall be paid to Beneficiary to be applied thereto.

9. **Fees And Costs** Grantor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable lawyers' fees; in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee is obliged to prosecute or defend to protect the lien of this Deed of Trust; and in any other action taken by Beneficiary to collect the Debt, including any disposition of the Property under the Uniform Commercial Code.

10. **Reconveyance** Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to Grantor and Beneficiary, or upon satisfaction of the Debt and other obligations secured and of the person entitled thereto.

11. **Trustee; Successor Trustee** In the event of the death, incapacity, disability or resignation of the Trustee, and upon the recording of such appointment in the mortgage records of the county, a successor trustee shall be vested with all powers of the original Trustee. Trustee is not obligated to do any other deed of trust, or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party by the Trustee.

12. **Miscellaneous** This Deed of Trust shall benefit and obligate the parties, their heirs, devisees and assigns. The term Beneficiary shall mean the holder and owner of the note secured by this Deed of Trust. The words used in this Deed of Trust referring to one person shall be read to refer to the other if necessary to give effect to the intent of the parties. No person shall be liable for doing things this Deed of Trust requires, if an act is invalid under law, that fact shall not invalidate any other provision of this Deed of Trust, but the Deed shall be read as if the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall survive as if the invalid provision did not exist.

DATED at Vancouver, Washington this April 22, 1983

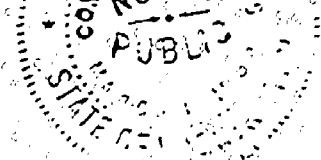
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George G. Wilson
Trustee

STATE OF WASHINGTON)
COUNTY OF Clark) ss.

On this day personally appeared before me George G. Wilson and to me known to be the individuals described in and who executed the within and foregoing instrument their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal this 22nd day of April, 1983



Notary public in and for the State of Washington
residing at C

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 this 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 this Deed of Trust, to cancel the Note above mentioned, and all other evidences of indebtedness secured by this Deed of Trust together with the Deed of Trust, and to convey, without warranty, to the parties designated by the terms of this Deed of Trust, all the estate now held by you thereunder.

Dated , 19

Mail reconveyance to

