



**CLARK COUNTY TITLE COMPANY**  
1201 MAIN ST. • VANCOUVER, WA 98660 • (206) 694-4722

AGENT FOR:

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
OF PHILADELPHIA

FILED FOR RECORD AT REQUEST OF

Registered ☒  
Indexed ☒  
Direct ☒  
Recorded ☒  
Mailed ☒

WHEN RECORDED RETURN TO

Name SECURITIES-INTERMOUNTAIN, INC.Address P.O. Box 14849City, State, Zip Portland, Oregon 97219

THIS SPACE PROVIDED FOR RECORDER'S USE:

CLARK COUNTY, WA  
COUNTY OF SKAMANIA, WASH.  
I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Clark Co. Title Co.None

12:30 5-16-83

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mtg 346

SKAMANIA COUNTY, WASH.

Henry M. OlsonE. M. M. M.

## Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 10th day of May, 1983, betweenDEE LEE HOMES, INC. an Washington Corporation, GRANTOR,whose address is 11021 NE Burton, Vancouver, Washington 98664

CLARK COUNTY TITLE COMPANY, a Washington Corporation, TRUSTEE, whose address is 1201 Main Street, Vancouver, Washington 98660, and

SECURITIES-INTERMOUNTAIN, INC., BENEFICIARY,whose address is 1336 E. Burnside, Portland, Oregon 97219WITNESSETH: 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 of the M.E. Christal Short Plat, recorded in Book 1 of Short Plats, page 85, described as follows:

That portion of Section 23, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

The South 200.00 feet of the North 1,000.00 feet of the Northwest Quarter of said Section 23.

EXCEPT that portion lying Easterly of the thread of the Washougal River.

EXCEPT Public Roads.



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 EIGHTY-TWO THOUSAND AND NO/100ths Dollars (\$82,000.00) 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.

DEE LEE HOMES, INC.

By: Everett L. Johnson  
Everett L. Johnson, PresidentSTATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } ss.

On this day personally appeared before me

\_\_\_\_\_

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

STATE OF WASHINGTON }  
COUNTY OF Multnomah } ss.

On this 10th day of May, 1983, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared \_\_\_\_\_

Everett L. Johnson

and \_\_\_\_\_

to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively of \_\_\_\_\_ Dee Lee Homes, 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 \_\_\_\_\_ he \_\_\_\_\_ 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.

Dorise M. Lee  
Notary Public in and for the State of Washington, Oregon, residing at \_\_\_\_\_ 1-28-84

## 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\_\_\_\_



EXHIBIT "A"  
ADDENDUM TO DEED OF TRUST

(a) This Deed of Trust is also given for the purpose of securing the full and complete performance of all of the terms, provisions and conditions of that certain Building Loan Agreement dated May 10, 1983, and any amendments thereto, entered into by and between Grantor and Beneficiary. Grantor agrees that any default thereunder shall also constitute a default under the terms of this Deed of Trust and shall entitle Beneficiary to exercise all of the rights and remedies provided herein.

(b) In the event the herein described property or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed or aliened by the Grantor, or by operation of law or otherwise, including but not limited to subordinate or secondary financing, without first having obtained the written consent or approval of the Beneficiary, all obligations secured by this Deed of Trust, irrespective of the maturity dates expressed therein, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.

(c) In the event that (i) construction of improvements on the subject property in accordance with final plans and specifications filed by Grantor with and approved by Beneficiary, which by this reference are incorporated herein, is not commenced within 30 days of the date of this Deed of Trust or (ii) construction of said improvements is not completed and certification for occupancy from applicable governmental authorities having jurisdiction thereof is not obtained by December 9, 1983, or (iii) the prior written approval of Beneficiary to any change(s) in said plans and specifications resulting in a construction cost increase or decrease in excess of \$ 1,000.00 or changing the design concept is not obtained by Grantor, same shall at the option of Beneficiary constitute a default under the terms of this Deed of Trust and shall entitle Beneficiary to exercise all of the rights and remedies provided herein.

(d) Warranty: Defense of Title.

(1) Grantor warrants that it holds merchantable title to the subject property in fee simple free of all encumbrances other than those enumerated in the title policy, if any, issued for the benefit of Beneficiary in connection with this transaction and accepted by Beneficiary.

(2) Subject to the exceptions in subparagraph (d) (1), Grantor warrants and will forever defend the title against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Beneficiary or Trustee under this Deed of Trust, Grantor shall defend such action at its expense.

(e) Imposition of Tax by State.

(1) The following shall constitute state taxes to which this paragraph applies:

a. A specific tax upon deeds of trust or upon all or any part of the indebtedness secured by a deed of trust.

b. A specific tax on a Grantor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a deed of trust.

c. A tax on a deed of trust chargeable against the beneficiary or the holder of the note secured.

d. A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a Grantor.

(2) If any state tax to which this paragraph applies is enacted subsequent to the date of this Deed of Trust, this shall have the same effect as a default, and Beneficiary may exercise any and all of the remedies available to it in the event of a default unless the following conditions are met:

a. Grantor may lawfully pay the tax or charge imposed by said state tax, and

b. Grantor pays or offers to pay the tax or charge within thirty (30) days after notice from Beneficiary that such tax law has been enacted.

(f) Additional Default Provisions.

The following shall constitute additional events of default:

(1) Dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

(2) Failure of Grantor to perform any other obligation under this Deed of Trust within twenty (20) days after receipt of written notice from Beneficiary specifying the failure.

Initialed by Borrower:

C. J. [Signature]