

96312

BOOK 59 PAGE 598

RECORDING REQUESTED BY

SKINNER BONDING OF OREGON, INC.

AND WHEN RECORDED MAIL TO

Name Skinner Bonding of Oregon, Inc.

Street Address 2532 S. E. Hawthorne Blvd.

City & State Portland, Oregon 97214

Registered ☒
 Indexed ☒
 Indirect ☒
 Recorded ☒
 Mailed ☒

STATE OF WASHINGTON, SS.
 COUNTY OF SKAMANIA)
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING FILED BY

Skinner Bonding of Ore. Inc.
 OF 2532 S.E. Hawthorne Blvd.
 AT 1:30 P.M. 8-31-83

WAS RECORDED IN BOOK 59

OF 179 AT PAGE

RECORDS OF SKAMANIA COUNTY, WASH.

Gary M. Olson
 COUNTY AUDITOR

SPACE ABOVE THIS LINE FOR RECORDERS USE

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 18th day of JULY, 1983, between

JOSEPH P. AND KATHRYN A. BERGE, husband and wife, herein called TRUSTOR,
 whose address is M.P. 1.72R Wind River Highway, Carson, Washington 98610
 (number and street) (city) (zone) (state)

SAFECO TITLE INSURANCE COMPANY

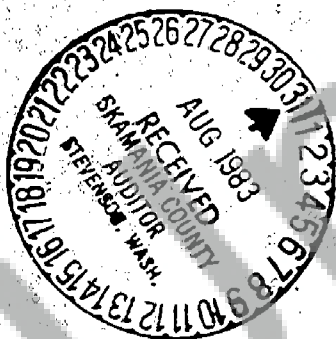
a corporation, herein called TRUSTEE, and

AMWEST SURETY INSURANCE COMPANY

herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH
 POWER OF SALE, that property in SKAMANIA County, OREGON described as:
 WASHINGTON

AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



Together with the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.
 For the Purpose of Securing:

(1) Performance of each agreement of Trustor herein contained;
 (2) Payment to Beneficiary of the moneys due to and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by Beneficiary on account of, growing out of, or resulting from the execution of a certain bond or obligations of suretyship on behalf of

M & J ENTERPRISES

herein called Contractor, for \$ 50,000.00***

(3) Payment of all moneys and performance of all obligations, now or hereafter owing to Beneficiary from any indemnitor under that certain agreement relating to Contractor dated 07/18/83 and entitled "General Agreement of Indemnity", whether direct or indirect, absolute or contingent, due or not, whether otherwise secured or not, whether relating to bonds or obligations now existing or arising hereafter.

(4) Payment to Beneficiary of all moneys now or hereafter owing to and of all losses, damages, expenditures and liability suffered or incurred by Beneficiary on account of, growing out of, or resulting from the execution of a certain bond or obligations of suretyship now existing or hereafter executed by Beneficiary either alone or in conjunction with others on behalf of Contractor, alone or with others.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and 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 evidence of title and attorney's fees, in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on abutting water stock when due, all incumbrances, charges and liens, with interest on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That a statement signed by or on behalf of Beneficiary at any time setting forth that any bond or obligation of suretyship for which this Deed of Trust is security has been declared forfeited or that a loss, damage, expenditure or liability has been sustained or incurred by the Beneficiary on account of said bonds or obligations, or any of them, or on account of growing out of, or arising from said Indemnity Agreement the date or dates and amount or amounts of such loss, damage, expenditures and/or liability; that payment has been demanded of the Contractor; and that such payment has not been made to the Beneficiary, shall be binding on the Trustor and shall be the warrant of the Trustee to proceed forthwith to foreclose and sell the property herein. Upon delivery of said statement to Trustee or upon default by Trustor in payment of any obligation secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary, and duly acknowledged and recorded in the office of the recorder or the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto or pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF OREGON,

COUNTY OF Multnomah) ss.

On July 18, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared
Joseph P. Berge
K. Alzesta Berge

_____, know to me to be the person whose name _____ are _____ subscribed to the within instrument and acknowledged that they _____ executed the same.

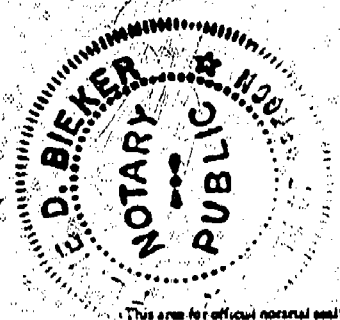
WITNESS my hand and official seal.

Signature _____
Pepie D. Bieker

Name (Typed or Printed)
My Commission Expires 4/16/86
If executed by a Corporation the Corporation Form of Acknowledgments must be used.

Signature of Trustor

Joseph P. Berge
K. Alzesta Berge



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BOOK 59 PAGE 600

PARCEL A

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN; THENCE EAST 40 RODS; THENCE SOUTH 25 RODS; THENCE WEST 40 RODS; THENCE NORTH 25 RODS TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF CONVEYED TO SKAMANIA COUNTY BY INSTRUMENT DATED AUGUST 7, 1975, RECORDED SEPTEMBER 13, 1975, UNDER AUDITOR'S FILE NO. 80641, FOR WIND RIVER ROAD (COUNTY ROAD NO. 92135);

AND EXCEPT THAT PORTION THEREOF CONVEYED TO SKAMANIA COUNTY BY INSTRUMENT DATED MAY 19, 1976, RECORDED OCTOBER 14, 1976, IN BOOK 71 OF DEEDS AT PAGE 730, UNDER AUDITOR'S FILE NO. 83004, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

PARCEL B

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 247.5 FEET; THENCE EAST 660 FEET; THENCE SOUTH 247.5 FEET; THENCE WEST 660 FEET TO THE POINT OF BEGINNING; EXCEPT THE WESTERLY 176 FEET THEREOF.

PARCEL C

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 247.5 FEET; THENCE EAST 75.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $00^{\circ} 53' 20''$ EAST 21.03 FEET TO THE EXISTING BOUNDARY LINE FENCE; THENCE SOUTH $87^{\circ} 23' 15''$ EAST 585.27 FEET ALONG SAID BOUNDARY LINE FENCE, THENCE SOUTH $00^{\circ} 53' 20''$ WEST 2.43 FEET; THENCE NORTH $89^{\circ} 06' 40''$ WEST 585.00 FEET TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION THEREOF LYING WITHIN THAT CERTAIN PARCEL CONVEYED TO JOHN J. SITHERWOOD AND VIVIAN I. SITHERWOOD, BY INSTRUMENT DATED NOVEMBER 12, 1973, RECORDED NOVEMBER 28, 1973 IN BOOK 65 OF DEEDS, PAGE 930, UNDER AUDITOR'S FILE NO. 76893, RECORDS OF SKAMANIA COUNTY, WASHINGTON.