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BOOK 59 PAGE 702



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

WHEN RECORDED RETURN TO

Name George A. Rizer, Jr.Address 3103 Northwest 9th AvenueCity, State, Zip Camas, WA 98607

THIS SPACE PROVIDED FOR RECORDER'S USE:

STATE OF WASHINGTON, SS.

COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

George A. Rizer3103 N.W. 9th Ave.Camas, WA 986072:25 P.M. 10/21/83

FILED

OF 10/21

RECORDS OF SKAMANIA COUNTY, WASH.

Dary M. Olson

COUNTY AUDITOR

H. Hansen

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST made this 19th day of October, 1983, between

THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation GRANTOR,

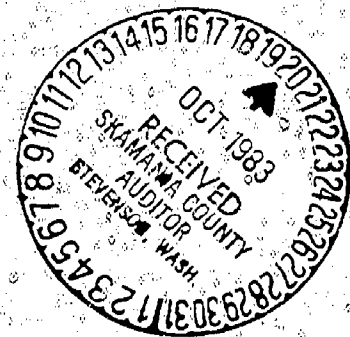
whose address is 82 Second Street, San Francisco, CA 94105

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

HERITAGE INVESTMENT SERVICES (HIS) CORPORATION, a Washington corporation and GEORGE A. RIZOR, JR. and NANCY M. RIZOR, husband and wife, BENEFICIARY,

whose address is 3103 Northwest 9th Avenue, Camas, WA 98607WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



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 THREE HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED TWENTY-SEVEN AND 97/100 Dollars (\$353,127.97.)

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.
9. See Exhibit "B" attached and incorporated herein for additional provisions.

THE TRUST FOR PUBLIC LAND:

By Harriet Hunt Burgess
By Harriet Hunt Burgess, Vice President

By Ralph W. Benson, Secretary

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

On this day personally appeared before me

California

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 CALIFORNIA }
COUNTY OF SAN FRANCISCO } ss.

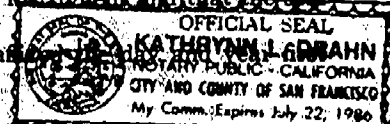
On this 19th day of October, 1983, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared _____

and Ralph W. Benson Vice President and _____ Secretary,

to me known to be the _____ respectively of The Trust for Public Land 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 they are _____ 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 at _____ above written.

Kathryn L. Grahn
Notary Public in and for the State of California, residing at Berkeley, California



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"

The below described parcels 1 and 2 are known as COLUMBIA GORGE RIVERFRONT ESTATES, as per the Final Preliminary Plat Approval given by The Board of County Commissioners, Skamania County, at their meeting held October 10, 1983.

PARCEL I:

A tract of land located in Government Lot 1 of Section 1, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Northeast corner of the said Government Lot 1 (the same being also described as the Southeast Quarter of the Southeast Quarter of the said Section 1); thence West 362 feet; thence South 376 feet to the Northerly right-of-way line of the Spokane, Portland & Seattle Railway Company; thence North $87^{\circ}25'$ East following said right-of-way line 363 feet; thence North 349 feet to the point of beginning.

GOVERNMENT Lot 4 of Section 6, Township 1 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

TOGETHER WITH all tidelands of the second class in front of, adjacent to and abutting upon said Government Lot 4 as described in deed from the State of Washington dated January 26, 1917, and recorded February 13, 1917, at page 103 of Book "Q" of Deeds, Records of Skamania County, Washington.

EXCEPT right-of-way acquired by Spokane, Portland & Seattle Railway Company.

EXCEPT that portion lying with Primary State Highway 8.

PARCEL II:

That portion of Government Lot 3 of Section 6, Township 1 North, Range 6 of the Willamette Meridian, lying Northerly of Washington State Highway 14 (Evergreen Highway) and Westerly of County (Smith-Cripe) Road, the Westerly line of said Smith-Cripe Road being the Easterly line of that tract conveyed by deed to George A. Rizor, Jr. et ux, recorded under Auditor's File No. 90904 in Book 78 of Deeds at page 349.

EXHIBIT "B"

In addition to the provisions in the printed form to which this is attached, Grantor further agrees:

- (a) not to create a nuisance or commit waste or damage the existing residence on the property;
- (b) not to jeopardize the approved plat of the "Columbia Gorge Riverfront Estates" subdivision or the Beneficiary's rights therein;
- (c) to manage the property in a professional manner so as to insure against deterioration (other than normal wear and tear) of the rented house, the completed private gravel roads, the closed private roads, and the water sources. In this regard Grantor shall retain Beneficiary as a manager of the property;
- (d) to pay taxes due on the property and to keep the premises insured;
- (e) to maintain Beneficiary's current rights under Washington State Forest Practices Application Number FP-11-04667 and 23 Southwest Washington Health District Private Sewage Disposal System Permits and to renew said Application and Permits annually on August 1 and September 1, respectively.

These additional provisions are to insure that Beneficiary's security is not impaired. Grantor's obligations as set forth above shall cease when Beneficiary has been paid in full.