# 83 12300179



#### DEED OF TRUST

This deed of trust made on December 30, 1983, by and among JOSEPH R. SMITH AND LOEVA M. SMITH, husband and wife, hereinafter called grantor, CHICAGO TITLE INSURANCE COMPANY, hereinafter called trustee, and TIMOFEI BARSUKOFF, KUZMA BARSUKOFF, PAUL BARSUKOFF and KLIM CHERNISHOFF, hereinafter called beneficiary, it being understood that the words used herein in any gender include all genders, singular numbers include the plural, and plural the singular.

#### WITNESSETH:

Grantor hereby bargains, sells and conveys to trustee in trust, with power of sale, those certain parcels of real property, and all improvements now or hereafter constructed thereon, situated in the State of Washington, described as follows:

PARCEL NO. 1 - Located in Clark County, Washington Lot 2, Charles P. Stoops Subdivision, according to the plat thereof, recorded in Volume "E" of Plats, Page 72, records of Clark County, Washington. EXCEPTING therefrom that portion conveyed to the State of Washington by deed recorded November 14, 1963, under Auditor's File No. G 370972.

A parcel of land bounded on the South by the meander line of the Columbia River, on the North by the following described real estate, and on the East and West by extensions of the Easterly and Westerly boundaries of the following described real estate, to wit:

Lot No. 2 of the Charles P. Stoops Subdivision, lying in Section 7 and 18, Township I North, Range 4 East of the Willamette Meridian in Clark County, Washington. SUBJECT TO to a Deed of Trust and the terms and conditions thereof:

Grantor: John Thomas Lansford and Cecily S.

Lansford, husband and wife

Trustee: Rainier National Bank Beneficiary: Rainier Mortgage ...

Amount: \$100,000.00

Dated: November 27, 1978

Recorded: December 1, 1978

Recording No.: 7812010105

ALSO SUBJECT TO a Mortgage and the terms and conditions thereof:

Mortgagor: Joseph R. Smith and Loeva M. Smith

husband and wife,
Mortgagee: Jack R. Coonrod and D. Dawn Coonrod,

husband and wife, October 24, 1983

Dated: October 24, 1983 Recorded: October 24, 1983

Recording No.: 8310240030

ALSO SUBJECT TO real estate taxes and assessments which are now due and hereafter become due.

ALSO SUBJECT TO easements restrictions and reservations of record.

PARCEL NO. 2 - Located in Clark County
That portion of the Southeast Quarter of Section 7,
Township 1 North, Range 4 East of the Willamette
Meridian, Tying within the Richard Ough Donation Land
Claim, described as follows:

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Beginning at the Northwest corner of Lot 3, Block "A" of the replat of tract "A" of Midland Acres, as recorded in Volume "D" of plats, page 57, records of Clark County, Washington; thence Westerly along the Southerly line of Evergreen Highway, 64.4 feet to the true point of beginning; thence Westerly along the Southerly line of said highway to an intersection with the Southerly extension of the Easterly Fine of Stephenson Street, as shown in Ells Subdivision, according to the plat thereof, recorded in Volume "D" of plats 75, records of said county; thence South along the Southerly extension of said Stephenson Street to an intersection with the Northerly line of the Spokane, Portland and Seattle Railroad right of way; thence Southeasterly along the Northerly line of said railway to a point thereon which bears North 83 degrees 33' East 64.70 feet from the Southwest corner of said Lot 3; thence Northerly to the true point of beginning.

SUBJECT TO real estate taxes and assessments which are now due and hereafter become due.

ALSO SUBJECT TO easements, restrictions and reservations of record.

### PARCEL NO. 3 - Located in Lewis County

That portion of the Southeast Quarter of the Southeast Quarter of Section 29, Township II North, Range 2 West of the Willamette Meridian lying East of the East line of "G" Street, and North of the North line of Sixth Street of the Plat of the Town of Little Falls, now Vader (Being known as vacated Blocks 31 to 35 inclusive and Blocks 51 to 55 inclusive and vacated streets and alleys within.)

EXCEPTING THEREFROM Lots 13 and 14, Block 55, Plat of Little Falls, now Vader

Little Falls, now Vader.
SUBJECT TO real estate taxes and assessments which are now due and hereafter become due.

ALSO SUBJECT TO easements, restrictions and reservations of record.

## PARCEL NO. 4 - Located in Skamania County

The Southeast Quarter of the Southeast Quarter of Section 14, and the Northeast Quarter of the Northeast Quarter of Section 23, in Township 2, North, Range 6 East of the Willamette Meridian.

SUBJECT TO a Real Estate Contract and the terms and conditions thereof:

Seller: William Edward Palmer, a single man;

Purchaser: Joseph R. Smith and Loeva M. Smith, husband and wife.

Dated: April, 30, 1975 Recorded: March 23, 1976

Recording No.: 81897

ALSO SUBJECT TO real estate taxes and assessments which are now due and hereafter become due.

ALSO SUBJECT TO easements, restrictions and reservations of record.

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all of which real property is not used principally for agricultural or farming purposes.

This deed is for the purpose of securing performance of each

agreement of grantor herein contained, and the payment of the sum of Fifty-Six Thousand Dollars (\$56,000.00) in accordance with the terms of a Promissory Note of even date herewith payable to the beneficiary and made by grantor.

To protect the security of this deed of trust, grantor agrees:

- described herein continuously insure against loss by fire or other hazards in an amount equal to the full insure he raine thereof. All policies shall be held by beneficiary and be in such organies as beneficiary may approve and have loss payable first to beneficiary as its interest may appear, and then to grantor. The amount collecter after any insurance policy may be applied on any indebtedness hereby and in such order as beneficiary shall determine. Such application beneficiary shall not cause discontinuance of any proceedings to increase this deed of trust. In the event of foreclosure, all rights of grant in insurance policies then in force shall pass to the purchaser at the relosure sale.
- 2. To defend any action or proving purporting to affect the security hereof or the rights or posses. Seneficiary or trustee, and to pay all expenses, including cost of title that he and attorney's fees in a reasonable amount, in any such action or the coeffing, and in any suit brought by beneficiary to foreclose this deed of trust.
- 3. To pay all costs, fees, and expenses in connection with foreclosure of this deed of trust; including the expenses of trustee incurred in enforcing the obligation secured thereby, and the trustee's and attorney's fees actually incurred, as provided by statute.

It is Mutually Agreed That:

- 4. Should grantor fail to pay when due any insurance premiums, liens, encumbrances taxes, or other charges against the property other than specifically referred to herein, beneficiary may pay the same, and the amount so paid, with interest at the rate of three percent (3%) per month, shall be added to and become a part of the debt secured in this deed of trust.
- 5. 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 grantor and beneficiary, or on satisfaction of the obligation secured and written request for reconveyance made by beneficiary or the person entitled thereto. Grantor shall be entitled to releases (reconveyances) from the lien of this Deed of Trust of Parcels 2, 3 and 4 upon payment of the consideration hereafter mentioned, subject to the following conditions:
- A. Parcels 2 and 3 shall be released upon and as the grantor pays Twenty-Five Thousand Dollars (\$25,000.00) against the principal of this Deed of Trust for each parcel to be released and Parcel 4 shall be released upon payment of Ten Thousand Dollars (\$10,000.00) against said principal.
- B. Grantor shall not be entitled to demand or obtain a release while a default exists in the performance of the terms or provisions of this Deed of Trust or the obligation secured hereby. \*\*
- 6. Payment of a total of Fifty Six Thousand Dollars (656,000.00) against the principal of this Deed of Trust on or before May 1, 1984 will fully satisfy grantor's obligation hereunder and entitle him to a reconveyance of all of the property covered by this Deed of Trust.
- 7. On default by grantor in the payment of any debtedness secured hereby or in the performance of any agreement contained herein, all sums

on Parcel No. 1 until Beneficiary receives the entire \$84,000.00

ALL.

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secured hereby shall immediately become due and payable at the option of beneficiary. In such event and on 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, provided, however, each parcel of real property shall be sold separately. Any person except trustee may bid at trustee's sale. Trustee shall apply the proceeds of the sale as follows: (a) to the expenses of the sale, including a reasonable trustee's fee and attorney's fee; (b) to the obligation secured by this deed of trust; (c) the surplus, if any, shall be distributed to the persons entitled thereto.

- 8. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property that 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 fact 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.
- 9. 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.
- 10. In the event of the death, incapacity, disability or resignation of trustee, beneficiary may appoint in writing a successor trustee, and on the recording of such appoinment 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. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or any action or proceeding in which grantor, trustee, or beneficiary shall be a party unless such action or proceeding is brought by trustee.
- ll. 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 secrued hereby, whether or not named as beneficiary herein.

IN WITNESS WHEREOF, grantor has executed this deed of trust the day and year first above written.

Joseph A. Smith Loeva M.

Loeva M. Smith

STATE OF WASHINGTON ()

County of Clark

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On this day personally appeared before me JOSEPH R. SMITH and LOBVA M. SMITH, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged in they signed the same as their free and voluntary act and deed, for the research and purposes therein mentioned.

GIVEN under my hand and official seal this Rolling

\_ day of Desembe

Notary Public in and for the State of Washington, residing at Vancouver.

BLAIR, SCHAEFER, HUTCHISON, WYNNE, POTTER & HORTON

Attorneys at Law

1014 Franklin Street

Post Office Box 1148

Vancouver, Washington 98666-1148

CHICAGO THILE AGENCY