



Filed for Record at Request of

Name TICOR TITLE INSURANCE COMPANY

Address P.O. BOX 409

City and State VANCOUVER, WASHINGTON 98660
SK-13387

02-06-34-4-1-5800-00 & 02-06-34-4-1-5801-00

TTIC File No.

THIS SPACE PROVIDED FOR RECORDER'S USE:
STATE OF WASHINGTON)
COUNTY OF SKAMANIA) SS
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Sha. Co. Little Co.
OF Skamania Co.
AT 2:50 4-18 1984
WAS RECORDED IN BOOK 60
mtg PAGE 272
RECORDS OF SKAMANIA COUNTY WITH
Gary M. Olson
COUNTY AUDITOR
E. M. Olson DEPUTY

DEED OF TRUST

THIS DEED OF TRUST, made this 17th day of April 1984

between Ken Claxton and Martha Claxton, husband and wife, Grantor,

whose address is 8906 N.W. 15th Avenue, Vancouver, WA 98665

TICOR TITLE INSURANCE COMPANY, a corporation, Trustee, whose address is 100 E. 13th Street,
Vancouver, WA 98666, and Ruth H. Strong, a widow

Beneficiary whose address is 1400 N.E. 2nd Avenue, Apt. 1515, Portland, Oregon 97232

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real

property in Skamania County, Washington:

Legal description as shown on attached Exhibit "A" attached hereto and made a part hereof.



THE GRANTOR AGREES HE WILL NOT PLACE ANY ADDITIONAL LIENS OR ENCUMBRANCES ON THE PROPERTY UNTIL THE SELLER IS PAID IN FULL.

which real property is not used principally for agricultural or farming purposes, together with all 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 Twenty Four Thousand Five Hundred and no/100-----Dollars (\$ 24,500.00) 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 thereof 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 Trustees 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 or its authorized agent 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 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 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.
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 purchasers and encumbrances 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 or disability or resignation of Trustee, Beneficiary shall 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Ken Claxton (Seal)
 Martha Claxton (Seal)
 (Seal)
 (Seal)

STATE OF WASHINGTON }
 COUNTY OF Clark } ss.

On this day personally appeared before me
 Ken Claxton and Martha Claxton

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

GIVEN under my hand and official seal this
 17 day of April, 1984.

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

STATE OF WASHINGTON }
 COUNTY OF } ss.

On this day of 19
 before me, the undersigned Notary Public in and for the State of Washing-
 ton, duly commissioned and sworn, personally appeared

and
 to me known to be the President and
 Secretary respectively, of

the corporation that executed the foregoing instrument, and acknowledged
 the said instrument to be the free and voluntary act and deed of said corpora-
 tion, for the uses and purposes therein mentioned, and on oath stated
 that 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.

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

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 re-
 quested 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 convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now
 held by you thereunder.

Dated, 19

Mail reconveyance to

THE EAST 100 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND LOCATED IN GOVERNMENT LOT 1 OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN;

BOOK 60 PAGE 274

BEGINNING AT A POINT ON THE WEST LINE OF THE SAID GOVERNMENT LOT 1 MARKED BY THE NORTHEAST CORNER OF GOVERNMENT LOT 2 OF SECTION 34, AFORESAID; THENCE SOUTH 313 FEET; THENCE NORTH 79° EAST 142 FEET; THENCE NORTH 313 FEET; THENCE SOUTH 79° WEST 142 FEET TO THE POINT OF BEGINNING; TOGETHER WITH ALL REAL PROPERTY LYING SOUTH OF SAID TRACT AND WITHIN THE EASTERLY AND WESTERLY LINES OF SAID TRACT EXTENDED SOUTHERLY TO THE MEANDER LINE OF THE COLUMBIA RIVER, AND SHORELANDS OF THE SECOND CLASS CONVEYED TO THE STATE OF WASHINGTON AND FRONTING AND ABUTTING UPON SAID REAL PROPERTY.

TOGETHER WITH AN EASEMENT AND RIGHT OF WAY FOR A PRIVATE ROAD 12 FEET IN WIDTH ADJACENT TO THE ABOVE DESCRIBED TRACT ON THE WEST AS MORE PARTICULARLY DESCRIBED IN DEED DATED FEBRUARY 12, 1969, AND RECORDED FEBRUARY 13, 1969, AT PAGE 176 OF BOOK 60 OF DEEDS, UNDER AUDITOR'S FILE NO. 70792, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

97456