

SK-13456 & SK-13457

03-10-10-0-0-0301-00

04-07-26-3-0-0701-00

BOOK 60 PAGE 394

DEED OF TRUST

This Deed of Trust is made this 22nd day of May, 1984, between **MICHAEL M. ARTERBURY** and **CAROLYN J. ARTERBURY**, husband and wife, Grantors, whose address is Trout Creek Road, Carson, Washington 98610; **Skamania County Title, Inc.**, a Washington corporation, as Trustee, whose address is Stevenson, Washington and **NELL L. HILL**, a single woman, and **R. LEE MacDONALD**, a single woman, as tenants in common, as Beneficiaries, whose address is MP 45.93 R State Road 14, Stevenson, Washington 98648.

Grantors hereby bargain, sell and convey to Trustee in trust, with power of sale, the following described real property in Skamania County, Washington:

No. 1: Beginning at a point on the South right of way line of the Bonneville Power Administration Power Transmission Line, South $84^{\circ} 45' 30''$ East 530.00 feet from the intersection of said right of way line with the West line of the Southwest One-Quarter of Section 10, Township 3 North, Range 10 East, Willamette Meridian; thence South $84^{\circ} 45' 30''$ East along the said South right of way line 765.88 feet to the Northwest corner of the Donald P. Germeraad Tract recorded in Book 75, Page 834; thence South $00^{\circ} 06' 12''$ West along the West line of said Germeraad Tract 882.30 feet to the Southwest corner of the said Germeraad Tract; thence North $89^{\circ} 08' 51''$ West along the South line of the said Southwest one-quarter 764.55 feet to the center of Lacock-Kelchner County Road, said point being 525.45 feet from the Southwest corner of said Southwest one-quarter; thence North $24^{\circ} 30' 00''$ East 164.81 feet to a 50 foot radius curve to the left; thence along said curve 78.54 feet to a 125 foot radius curve to the left; thence along said 125 foot radius curve 42.31 feet to a point that bears $00^{\circ} 06' 12''$ West from the point of beginning; thence North $00^{\circ} 06' 12''$ East 713.85 feet to the point of beginning.

Together with an easement for ingress, egress and public utilities over the North 30 feet of the West 530.00 feet of that portion of the Southwest one-quarter of said Section 10, lying East of Lacock-Kelchner County Road and South of the Bonneville Power Administration Power Transmission right of way.

No. 2: A tract of land in the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, as follows:

Beginning at the intersection of the Northerly right of way line of Trout Creek Road, County Road No. 2270 as constructed in 1972, with the West line of the East one-half of the Northwest One-Quarter of the Northeast One-Quarter of the Southwest One-Quarter of said section; thence North $49^{\circ} 11' 21''$ West a distance of 139.24 feet, for basis of bearings the West line of the East one-half of the Northwest One-Quarter of the Northeast One-Quarter of the Southwest One-Quarter bears North $0^{\circ} 35' 33''$ East; thence North $10^{\circ} 00' 00''$ East a distance of

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100.00 feet; thence North 45° 00' 00" East a distance of 100.00 feet; thence South 89° 24' 27" East to the Westerly right of way line of said Trout Creek Road; thence Southwesterly along said right of way to the point of beginning.

This Deed is for the purpose of securing performance of each agreement of Grantors herein contained and payment of FIFTEEN THOUSAND SIX HUNDRED DOLLARS (\$15,600.00) with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiaries or order and made by Grantors, and all renewals, modifications and extensions thereof.

To protect the security of this Deed of Trust, Grantors covenant and agree:

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 and upon this Deed of Trust or upon the money or debt secured hereby; to keep the property free and clear of all other 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 Beneficiaries, and be in such companies as the Beneficiaries may approve and have loss payable first to the Beneficiaries as its interest may appear and then to the Grantors. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiaries shall determine. Such application by the Beneficiaries shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantors 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 Beneficiaries 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 Beneficiaries to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses of this trust, including the expenses of the Trustee incurred in enforcing this obligation, and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Upon request of Grantors, Lender prior to full reconveyance of the Property by Trustee to Grantors, shall make Future Advances to Grantors for a period of one year from the date hereof of an amount up to but not exceeding a total of SIX THOUSAND DOLLARS (\$6,000.00), exclusive of interest and fees, in addition to the sum secured hereby. Such Future Advances, with interest thereon shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

7. Should Grantors fail to pay any taxes, assessments, insurance premiums, liens or other charges payable by Grantors,

Beneficiaries 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 by this Deed of Trust.

8. That the real property hereby conveyed is not used principally for agricultural or farming purposes.

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 shall be paid to Beneficiaries to be applied to the obligation secured hereby.

2. By accepting payment of any sum secured hereby after its due date, Beneficiaries do not waive their right to require prompt payments 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 Grantors and the Beneficiaries, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiaries or the person entitled thereto.

4. Upon default by Grantors 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 Beneficiaries. In such event and upon written request of Beneficiaries, 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 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 Grantors had or had the power to convey at the time of their 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 and when not exercised, Beneficiaries may foreclose this Deed of Trust as a mortgage.

7. In the event of the death, incapacity or disability or resignation of Trustee, Beneficiaries 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 Grantors, Trustee, or Beneficiaries shall be a party unless such action or proceeding is brought by the Trustee.

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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 Beneficiaries shall mean the holder and owner of the role secured hereby, whether or not named as Beneficiaries herein.

Witness the hands of the Grantors on the day and year first above written.

Michael M. Arterbury
MICHAEL M. ARTERBURY

Carolyn J. Arterbury
CAROLYN J. ARTERBURY

STATE OF WASHINGTON)
County of Skamania) ss.
County of Skamania)

I, the undersigned a notary public in and for the State of Washington, hereby certify that on this 22nd day of May, 1984, personally appeared before me MICHAEL M. ARTERBURY and CAROLYN J. ARTERBURY, to me known to be the individuals described in and who executed the within and forgoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

John T. Feltz
Notary Public in and for the State
of Washington, residing at
Stevenson.

REQUEST FOR RECONVEYANCE

TO THE TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

STATE OF WASHINGTON)
COUNTY OF SKAMANIA)
INSTRUMENT NO. _____

Shirley Co. Little Co.
OF Stevenson

AT 3:25 PM 5-22-84

John T. Feltz
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REC'D BY _____
CLERK OF COUNTY WITH
AUDITOR
DEPUTY