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DEED OF TRUST

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

That portion of the fractional Northwest Quarter of Section 11, Township 1 North, Range 5 E.W.M., described

Beginning at the quarter corner on the north line of said Section 11; thence west 65 rods along the north line of the said Section 11 to a point 15 rods east of the northwest corner of the NE½ of the NW½ of the said Section 11; thence south to the northerly line of State thence easterly along the northerly line of said highway No. 8 as presently located and established; way to intersection with the east line of the NW½ of the said Section 11; thence north to the point of beginning.

SUBJECT TO:

- 1. Water rights and easements for water pipelines, including those conveyed to John T. Haffey, and the right to take water through a one inch pipe from a certain spring and creek on the real estate under search for use on the NE% of Section 11, Township 1 North, Range 5 E.W.M., and easement for pipeline reserved by Robert C. Prindle, as described in warranty deed dated May 22, 1931, and recorded May 28, 1931, at page 629 of Book W of Deeds, under Auditor's File (No. 17256, records of Skamania County, Washington.
- 2. A right of way for an electric power transmission line granted to the Northwestern Electric Company, and Corporation, by deed dated May 1, 1945, and recorded May 14, 1945, at page 358 of Book 30 of Deeds, under Auditor's File No. 34074, records of Skamania County Washington.

- 3. A right of way and easement for a three quarter inch pipeline granted to Walter Sobaski by deed dated January 16, 1963, and recorded January 21, 1963, at page 73 of Book 51 of Deeds, under Auditor's File No. 61015, records of Skamania County, Washington.
- 4. A tract of land consisting of 0.4 acre, more or less, conveyed to the State of Washington for right of way for State Road 14 by deed dated December 3, 1971, and recorded February 25, 1972, at page 790 of Book 63 of Deeds, under Auditor's File No. 74464, records of Skamania County, Washington, and the terms and conditions thereof.
- 5. An executory contract of sale and purchase dated February 20, 1973, wherein William J. Gill, individually and as Guardian of the Estate of Juliet A. Gill, incompetent, is seller, and Sherrilyn True, a single woman, is purchaser, recorded May 4, 1973, at Page 192 of Book 65 of Deeds, under Auditor's File No. 76039, records of Skamania County, Washington. Excise tax paid May 4, 1973, in the sum of \$360.00. See Excise Tax Receipt No. 1897.

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 payment of the sum of \$45,500.00, with interest, in accordance with the terms of a promissory hote 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.

60 FAGE 457

- 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 Crantor. 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 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, (as amended), 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 or may be deposited (less clerk's
 filling fee) with the clerk of the superior court of the county in
 which sale takes place.
- 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 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Sherrilyn L. True

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MAGE 469

STATE OF WASHINGTON)
SGRAYS HARBOR COUNTY)

On this day personally appeared before me SHERRILYN L. TRUE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under may hand and official seal this 13th day of June, 1984.

NOTARY PUBLIC in and for the State of Washington residing at Aberdeen

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