

98055

COLLATERAL RECEIPT # 7940

PAGE 60 PAGE 634

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

THE BOND EXPERTS
P.O. BOX 15319
PORTLAND, OR 97215



SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 6TH day of AUGUST, 19 84, between

JERRY CARTER & MARY CARTER, husband and wife, herein called TRUSTOR.

whose address is P.O. BOX 327 CARSON 98610 WASHINGTON
(number and street) (city) (zone) (state)

and Amwest General Agency Inc., herein called TRUSTEE, and Amwest Surety Insurance Company, herein called BENEFICIARY.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in SKAMANIA County, WASHINGTON described as:

SEE ATTACHED:

Together with the appurtenances thereto and the rents, issues and profits thereof, and warranting the title to said premises. To have and to hold the same unto said Trustee and his successors, upon the trusts hereinafter expressed, namely: For the purpose of securing payment to the said Beneficiary, of the monies due to and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by the Amwest Surety Insurance Company, a corporation, hereinafter called the Beneficiary (and as more fully set forth and described in a certain Indemnity Agreement, which agreement is made a part hereof by reference as though herein fully set forth) on account of, growing out of, or resulting from the execution of a certain bond on behalf of:

JERRY CARTER COMPANY, INC.

AND FOR WHICH AMOUNTS and the matters set forth in the said Blanket Indemnity Agreement, these presents are security.

Trustor agrees:

(a) To keep said property in good condition and repair, not to remove or demolish any building thereon, to maintain adequate insurance thereon and to pay, at least ten days before delinquency, all taxes and assessments affecting said property, all encumbrances, charges and liens, with interest, on said property or any part thereof, and all costs, fees and expenses of this Trust.

(b) That upon default of any of the obligations the Beneficiary may collect the rents, issues and profits of said property.

(c) That Beneficiary, or any successor in ownership of any indebtedness or obligation secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustor predecessor, succeed to all its title, estate, powers and duties.

(d) That a certificate signed by the Beneficiary at any time hereafter setting forth that claim has been made by an obligee or that a loss, damage, expenditures or liability has been sustained by the Beneficiary on account of the aforesaid Bond(s), the date or dates and amount or amounts of such loss, damages, expenditures and/or liability; that payment has been demanded of the party or parties on whose behalf the aforesaid Bond(s) was executed; and that such loss, damages, expenditures or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Trustor, and shall be the warrant of the Trustee to proceed forthwith to foreclose and sell upon the security herein, and from the proceeds of sale (after deducting expenses including cost and search of evidence of title) pay to the Beneficiary the amount so certified, including interest at ten percent per annum from the demand to date of payment and attorney's fees. Upon delivery of said Certificate to Trustee, Beneficiary may declare all sums or obligations secured hereby due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be duly filed for record.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of notice of sale hereunder be mailed to him at his address hereinabove set forth.

Signature of Trustor

Jerry Carter
Mary Carter

STATE OF ~~CALIFORNIA~~ WASHINGTON
COUNTY OF KLICKITAT } SS.

On 8-6-84 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JERRY CARTER & MARY CARTER

husband and wife personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

WITNESS my hand and official seal

(Seal) *[Signature]*
Notary Public in and for said County and State

98055

BOOK 60

PAGE 635

EXHIBIT "A"
DESCRIPTION
SK-12193

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 17; THENCE NORTH 89° 55' EAST 30 FEET; THENCE SOUTH 380 FEET; THENCE SOUTH 89° 55' EAST 208 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE SOUTH 208 FEET; THENCE SOUTH 89° 55' EAST 418 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE 150 FOOT RIGHT OF WAY GRANTED TO THE STATE OF WASHINGTON FOR STATE SECONDARY HIGHWAY NO. 8-C BY DEED DATED OCTOBER 20, 1956, AND RECORDED AT PAGE 499 OF BOOK 42 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE IN A NORTHERLY DIRECTION FOLLOWING SAID WESTERLY LINE TO A POINT SOUTH 89° 55' EAST FROM THE INITIAL POINT; THENCE NORTH 89° 55' WEST 310 FEET, MORE OR LESS, TO THE INITIAL POINT.

STATE OF WASHINGTON

COUNTY OF SKAMANIA

SS

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

THE BOND EXPERTS

516 S.E. MORRISON, SUITE 800
OF PORTLAND, OR 97214

AT 11:45 A.M. AUG. 15, 1984

WAS RECORDED IN BOOK 60

PAGE 635

RECORDS OF SKAMANIA COUNTY WITH:

J. M. Olson

COUNTY AUDITOR

A. Davis DEPUTY