

DEED OF TRUST

This Deed of Trust, made this 8th day of July, 1985, between FRANCES M. DAY, Grantor, whose address is Star Route Box 133, Underwood, Washington 98651, and RIVERVIEW SAVINGS ASSOCIATION, a corporation, Trustee, whose address is 700 N.E. 4th Avenue, P.O. Box 1068, Camas, Washington 98607, and VADIM KRIJANOVSKY, Beneficiary, whose address is 1422 E. Burnside, Portland, Oregon 97214.

W I T N E S S E T H :

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 Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 20, Township 3 North, Range 10 E.W.M., described as follows:

Beginning at the southeast corner of the said Section 20; thence west along the south line of the said Section 490.9 feet; thence north parallel to the east line of the said Section to intersection with the southerly right of way line of the county road known and designated as the Cook-Underwood Road; thence north 81°39' east following the southerly right of way line of said road 500 feet, more or less, to intersection with the east line of the said Section 20; thence south along the east line of said Section 1,075 feet, more or less, to the point of beginning; EXCEPT the west 125 feet thereof;

SUBJECT TO an easement and right of way for water drainage purposes granted to Local Affiliated Neighborhood Developers, Inc., a corporation, and to Skamania County, a subdivision of the State of Washington, over and across the east 10 feet of the real estate under search by deed dated December 26, 1972, and recorded December 29, 1972, at page 846 of Book 64 of Deeds, under Auditor's File No. 75652; Records of Skamania County, Washington.

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 of Trust is for the purpose of securing performance of each agreement of Grantor contained and payment of the sum of Ten Thousand Two Hundred and No/100 Dollars (\$10,200.00) with interest in accordance with the terms of a Monthly Installment Note of even date herewith payable to Beneficiary or order and made by Grantor, and all renewals, modifications and extensions thereof.

This Deed of Trust is subordinate to an existing mortgage against the above-described real property in favor of Federal Home Loan Mortgage Corporation (Freddie Mac), Assignee of the Mortgagee RIVERVIEW SAVINGS ASSOCIATION, a corporation, dated January 13, 1978, Mortgagor being JOHN THOMAS DAY and FRANCES M.

DAY, recorded January 18, 1978, under recording number 85619, Book 55, page 9, of the records of the Auditor of Skamania County, Washington, which secures an indebtedness in favor of the Assignee and Mortgagee in the sum of Forty Eight Thousand Eight Hundred Fifty and No/100 Dollars (\$48,850.00) and any interest, advances or other obligations secured thereby. Beneficiary herein is not assuming said obligation and it is agreed that Grantor herein shall continue to pay and discharge her obligations under said Mortgage.

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 and the prior mortgage. All existing policies shall be amended and/or renewed to reflect and designate Beneficiary as an additional insured under said existing policies and have loss payable first to the Beneficiary as his 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, the prior mortgage, or other charges against the property hereinabove described, Beneficiary may pay the same and the amount so paid, with interest at the highest rate allowable by law on the date of such payment, 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:

FIRST: To the expense of the sale, including a reasonable Trustee's fee and attorney's fee;

SECOND: To the obligation secured by this Deed of Trust;

THIRD: The surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court in the county in which the 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 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.

Frances M. Day
FRANCES M. DAY

STATE OF WASHINGTON)

: ss.

COUNTY OF CLARK)

On this day personally appeared before me FRANCES M. DAY, to me known to be the individual described in and who executed the within and foregoing Deed of Trust, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 8 day of July, 1985.



Catharine A. Coathney
NOTARY PUBLIC in and for the State
of Washington, Residing at Vancouver

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.
I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

EL. NICHOLSON
7414 NE HAZEL DELL AVE.
OF VANCOUVER, WA 98666

AT 3:00 P.M. JULY 18, 1985

WAS RECORDED IN BOOK 61

INTG AT PAGE 690

RECORDS OF GRAMERCY COUNTY WITH

McEllen

COUNTY AVE. FOR

McEllen DEPUTY

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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 REQUESTED 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 RECONVEY, WITHOUT WARRANTY, TO THE PARTIES DESIGNATED BY THE TERMS OF SAID DEED OF TRUST, ALL THE ESTATE NOW HELD BY YOU THEREUNDER.

DATED THIS _____ DAY OF _____, 19____.

