

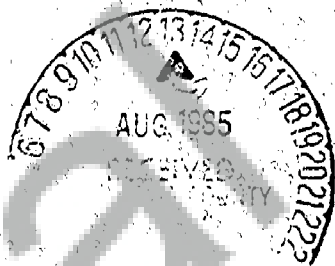
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SK-13864

03-09-11-3-0-1401-00

DEED OF TRUST



THIS DEED OF TRUST is made this 2 day of August, 1985,
 BETWEEN James D. Youtsey and Estella J. Youtsey, husband and wife, as Grantor,
 whose address is General Delivery Cook, WA 98605,
 and Skamania County Title Co., as Trustee,
 whose address is 43 Russell Street Stevenson, WA 98648,
 and **FIRST INDEPENDENT BANK**, as Beneficiary, whose address is P.O. Box 647
Bingen, WA 98605

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in Skamania County, Washington:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: JOY

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SAID SECTION 11; THENCE NORTH 290 FEET; THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF SAID SECTION 11 A DISTANCE OF 208 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE CONTINUING EASTERLY PARALLEL TO THE SOUTH LINE OF SAID SECTION 11 A DISTANCE OF 442 FEET; THENCE NORTH 370 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 397 FEET; THENCE SOUTH 266 FEET; THENCE WEST 45 FEET; THENCE SOUTH 104 FEET TO THE INITIAL POINT OF BEGINNING.

TOGETHER WITH all tenements, hereditaments and appurtenances, now or hereafter thereunto belonging or in anyway appertaining, and the rents, issues and profits thereof, and all fixtures and property that may be now located upon said real property or may hereafter be installed in or attached to or used in or adapted for use in the operation of the property and improvements, including, but without being limited to, all trees, shrubs, rockeries, retaining walls, walks, driveways, buildings, structures, improvements and fixtures, plumbing, heating, lighting, cooling and ventilating apparatus, awnings, door and window screens, built-in ranges, dishwashers, refrigerators, washers, disposals, dryers, mirrors, rugs, carpeting and other floor covering material, and drapery, traverse rods and hardware, all of which property, whether affixed or annexed or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby. Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this Deed of Trust on any property. To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this Deed of Trust is a security agreement, granting to Beneficiary, as secured party, a security interest in any such property and the Grantor agrees to execute such financing statements as may be required by the Beneficiary, and pay, upon demand, filing fees for any such financing statements and continuations thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of Thirty Thousand Dollars***

DOLLARS (\$30,000.00) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, all renewals, modifications or extensions thereof, and also such further sums (future advances) which, upon request of Grantor, Bank may make, at Bank's option, prior to full reconveyance of the property by Trustee to Grantor. 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.

The Grantor covenants and agrees as follows:

1. To pay all debts and monies secured hereby, when from any cause the same shall become due. To keep the premises free from statutory and governmental liens of any kind. That the Grantor is possessed of ownership of the premises in fee simple, has good right and lawful authority to convey the premises in the manner and form herein provided, that the premises are free from liens or encumbrances and that he will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and that this covenant shall not be extinguished by any foreclosure hereof but shall run with the land. The Grantor upon request by mail will furnish a written statement duly acknowledged of the amount due on this Deed of Trust and whether any offsets or defenses exist against the debt secured hereby.

2. To pay to Beneficiary, if Beneficiary so requires, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, on the date set forth therein for the making of monthly payments each month, until said note is fully paid, a sum, as estimated by the Beneficiary, equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next

rents, taxes, special assessments, and premiums on insurance policies, shall exceed the amount of payments actually made by Beneficiary as set forth in paragraph 2; such excess may be credited by Beneficiary on subsequent payments to be made by Grantor or, at the option of the Beneficiary, refunded to the Grantor or his successor in interest as may appear upon the records of the Beneficiary. If, however, the monthly payments accumulating such reserves shall not be sufficient to pay the sums required when the same shall become due and payable, the Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within thirty (30) days after written notice to Grantor stating the amount of the deficiency. If there shall be a default under any of the provisions of this Deed of Trust and thereafter a sale of the premises in accordance with the provisions hereof, or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under paragraph 2, less such sums as will become due and payable during the pendency of the proceedings, as a credit against the amounts secured hereby.

5. To keep all of the property described herein in good repair and condition and not to commit or permit any waste thereof. Grantor shall permit Beneficiary or its agents the opportunity to inspect the property, including the interior of any structures, at reasonable times and after reasonable notice.

6. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

(a) To commence construction promptly and in any event within thirty (30) days from the date of this instrument, and complete the same in accordance with any agreements relating to construction and plans and specifications satisfactory to Beneficiary within eight (8) months of the date of this instrument;

(b) To allow Beneficiary to inspect said property at all times during construction;

(c) To replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice to the Grantor of such fact;

(d) That work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) consecutive days.

The Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7. Not to remove or demolish any of the property conveyed hereby.

8. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, and pay all fees or charges of any kind in connection therewith.

9. To provide to the Beneficiary, at least thirty (30) days prior to expiration of existing insurance, and maintain unceasingly, insurance, with premiums prepaid, on all of the property that is the subject of this Deed of Trust, or hereafter becoming part of said property, against loss by fire and other hazards, casualties and contingencies, including war damage, as may be required from time to time by the Beneficiary in such amounts and for such periods of time, with loss payable clauses (without contribution) in favor of and in form satisfactory to the Beneficiary and to deliver all policies to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums. All insurance shall be carried in companies approved by Beneficiary. Beneficiary may at its option require Grantor to maintain said required policies in Grantor's possession in lieu of delivering said policies to Beneficiary, in which event said policies shall be kept available by Grantor at all times for return to the Beneficiary or for inspection by Beneficiary, its agents or insurers, and said requirement may be withdrawn by Beneficiary at any time. In event of foreclosure of this Deed of Trust or other transfer of title to the subject property in extinguishment of some or all of the indebtedness secured hereby, all interest of the Grantor in any insurance policies in force shall pass to the purchaser or Grantee. To pay to Beneficiary as Beneficiary may require a reasonable fee to cover costs of substituting policies in the event the Grantor replaces any policy prior to its expiration.

10. To appear in and defend any suit, action or proceeding that might affect the value of this security instrument or the security itself or the rights and powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect also to appear in or defend any such action or proceeding, be made a party to such by reason of this Deed of Trust, or elect to prosecute such action as appears necessary to preserve said value, the Grantor will, at all times, indemnify from, and, on demand reimburse Beneficiary or Trustee for any and all loss, damage, expense or cost, including cost of evidence of title and attorney's fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the note secured hereby and shall be due and payable on demand. To pay costs of suit, cost of evidence of title and a reasonable attorney's fee in any proceeding or suit brought by Beneficiary to foreclose this Deed of Trust.

11. To pay in full at least thirty (30) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or hereafter be levied, assessed or claimed upon the property that is the subject of this Deed of Trust or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request will exhibit to Beneficiary official receipts therefor, and to pay all taxes imposed upon, reasonable costs, fees and expenses of this Deed of Trust. On default under this paragraph Beneficiary may, at its option, pay, or pay out of reserves accumulated under paragraph 2, any such sums, without waiver of any other right of Beneficiary by reason of such default of Grantor, and Beneficiary shall not be liable to Grantor for a failure to exercise any such option.

12. To repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such advance or expenditure and the repayment thereof shall be secured hereby. Unless Grantor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the promissory note secured by this Deed of Trust unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 12 shall require Beneficiary to incur any expense or take any action hereunder. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder, or Beneficiary may, at its option, commence an action against Grantor for the recovery of such expenditure or advance and interest thereon, and in such event Grantor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorney's fee.

13. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrances, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such power, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor including cost of evidence of title, employ counsel, and pay counsel's reasonable fees.

14. Should the property or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding, fire, earthquake or other casualty, or in any other manner, Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such taking or damage, and obtain all compensation, awards or other relief therefor. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting the property, are hereby assigned to Beneficiary, which may, after deducting therefrom all its expenses, including attorney's fees, release any monies so received by it, or apply the same on any indebtedness secured hereby or apply the same to the repair or restoration of the property, as it may elect. Grantor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds, as Beneficiary or Trustee may require.

15. Time is of the essence hereof in connection with all obligations of the Grantor herein or in said note. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

16. At any time upon written request of Beneficiary, payment of its fees and preservation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Grantor agrees to pay a reasonable Trustee's fee for full or partial reconveyance, together with a recording fee if Trustee, at its option, elects to record said reconveyance.

17. The collection of rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

18. The loan secured by this Deed of Trust is personal to the Grantor. If title to or any interest in the property described herein shall pass from Grantor by Deed or otherwise or, if said property shall be sold on contract or, if the property shall be vacated by the Grantor, Bank may, at its option and in accordance with the laws of the State of Washington, declare the entire unpaid balance immediately due and payable or, at Bank's sole option, Bank may consent to said change in title, interest, or occupancy and the interest rate of the sums secured by this Deed of Trust shall be increased to such rate as the bank shall request. Such increase in the interest rate shall entitle the Bank to increase the monthly payments on the loan so as to retire the obligation in the remaining term of the original note and Deed of Trust.

As a condition of the Bank giving its consent to a change in title to or transfer of interest in the property, Bank may require such personal information concerning the purchaser as it would ordinarily require of a new loan applicant and shall be paid all of Bank's costs incurred in determining the purchaser's creditworthiness regardless of the outcome of that determination. The charge may, at the option of the Bank, be added to the principal balance of the indebtedness secured by this Deed of Trust. If Bank has waived the option to accelerate provided above and if Grantor's successor in interest has executed a written assumption agreement accepted in writing by the Bank, Bank may release Grantor from all obligations under this Deed of Trust and the note.

If Bank exercises such option to accelerate, Bank shall mail Grantor notice of acceleration in accordance with paragraph 22 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Grantor may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Bank may without further notice or demand on Grantor, invoke any remedies permitted by paragraph 19 hereof.

19. 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. No waiver by Beneficiary of any default on the part of Grantor shall be construed as a waiver of any subsequent default hereunder. In event of such default 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, (RCW Chapter 61.24 as existing now, or hereafter 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 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. 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. The power of sale conferred by the Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage. In the event of the death, incapacity or 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.

20. The property which is the subject of this Deed of Trust is not used principally or primarily for agricultural or farming purposes.

21. In the event of the passage after the date of this Deed of Trust of any Federal, State, or local law, deducting from the value of real property for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or debts secured thereby, for Federal, State, or local purposes, or the manner of the collection of any such taxes so as to affect the interest of Beneficiary, then and in such event, Grantor shall bear and pay the full amount of such taxes, provided that if for any reason payment by Grantor of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of the Note, or the within Deed of Trust, or otherwise, Beneficiary may, at its option, without demand or notice, declare the whole sum secured by this Deed of Trust with interest thereon to be immediately due and payable, or Beneficiary may, at its option, pay that amount or portion of such taxes as renders the loan or indebtedness secured hereby unlawful or usurious, in which event Grantor shall concurrently therewith pay the remaining lawful and non-usurious portion or balance of said taxes.

22. 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. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the holder and owner, including subsequent holders and owners.

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