



99799

DEED OF TRUST

BOOK 61 PAGE 793
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Name _____

Address _____

City and State _____

THIS SPACE RESERVED FOR RECORDER'S USE

BY COUNTY THAT THE WITHIN

DOCUMENT OR INSTRUMENT FILED BY _____

CLERK COUNTY TITLE CO

VANCOUVER, WA

10:20 A.M. AUG 22 1985

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DEED OF TRUST

MIS 293

WITH

J.M. Olson

A. V. New

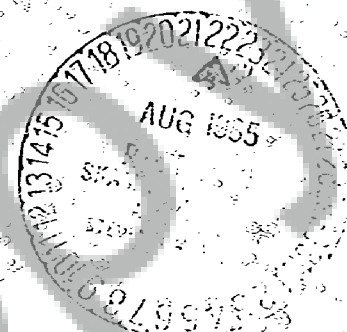
THIS DEED OF TRUST, made this 14th day of August, 19 85, between
The Trust for Public Land, a California non-profit public benefit corporation, Grantor,
 whose address is 82 Second Street, San Francisco, California, 94105

SAFECO Title Insurance Company, a California Corporation, Trustee, whose address is 2615 4th Avenue, Seattle, Washington 98125,
 and Rolf E. Jemtegaard, James L. Ritter and Carolyn R. Ritter

Beneficiary,
 whose address is MPO.48R Jemtegaard Road, Washougal, Washington, 98671

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

See Attached Exhibit A.



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
One Hundred Seventy-Five Thousand One Hundred

Twenty-Seven Dollars and Seventy-Four Cents Dollars (\$ 175,127.74)

with interest, in accordance with the terms of a promissory note 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.

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 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 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 filing 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.
9. The additional provisions attached as Exhibit B hereto are hereby incorporated into this Deed of Trust by reference as if fully set forth herein.

THE TRUST FOR PUBLIC LAND

BY:

MARTIN J. ROSEN, President

BY:

ROBERT W. MCINTYRE, Senior Vice President

STATE OF WASHINGTON

COUNTY OF _____ } ss.

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

GIVEN under my hand and official seal this day of _____, 19____

Notary Public in and for the State of Washington, residing at _____

STATE OF ~~WASHINGTON~~ CALIFORNIA
COUNTY OF _____ } ss.

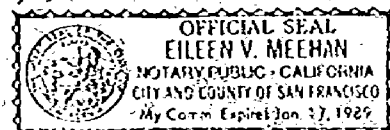
On this 15th day of August, 1985, before me, the undersigned, a Notary Public in and for the State of ~~Washington~~ California, personally appeared _____

and Robert W. McIntyre, Senior Vice President, respectively of The Trust for Public Land

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Eileen V. Meekhan
Notary Public in and for the State of ~~Washington~~ California, residing at Berkeley, CA



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 _____, 19____

Mail reconveyance to _____

ORDER NO. 7421

EXHIBIT "A"

The South Half of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 7; and the West Half of the Southwest Quarter and the West Half of the Southeast Quarter of the Southwest Quarter of Section 8; all in Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington:

EXCEPT that portion of the Southeast Quarter of the said Section 7 and of the Northwest Quarter of the Southwest Quarter of the said Section 8 more particularly described as follows:

BEGINNING at the Northeast corner of the Southeast Quarter of the said Section 7; thence East along the Quarter Section line to the center of the North Fork of Lawton Creek; thence Southwesterly along the center of said creek to the South line of said Section 7; thence West along the South line of the said Section 7 to the Quarter corner between Sections 7 and 18, said Township and Range; thence North 1,320 feet to the Northwest corner of the Southwest Quarter of the Southeast Quarter of the said Section 7; thence East 1,320 feet to the Northeast corner of the Southwest Quarter of the Southeast Quarter of the said Section 7; thence North 1,320 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of the said Section 7; thence East 1,320 feet to the Point of Beginning.

AND EXCEPT a tract of land in the South Half of the Southeast Quarter of the said Section 7 described as follows:

BEGINNING at the Southeast corner of the said Section 7; thence North 297 feet; thence West 92 rods, more or less, to the East brink of a certain canyon descending into Lawton Creek; thence Southwesterly along the East brink of said canyon to intersection with the South line of the said Section 7; thence East along said South line to the Point of Beginning.

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EXHIBIT B

ADDITIONAL PROVISION TO DEED OF TRUST

04/09-21-85
The following is an additional provision to that certain Deed of Trust dated August 14, 1985, between The Trust for Public Land as Grantor, Safeco Title Insurance Company, Trustee, and Rolf E. Jemtegaard, James L. Ritter and Carolyn R. Ritter, Beneficiaries.

04/09-21-85
The rights hereby granted to Grantor by Beneficiary are personal to the Grantor, and Beneficiary's reliance on Grantor's ability and integrity is a part of the consideration for this agreement. Therefore, in the event of a conveyance by Grantor of any interest in the real estate encumbered by the Deed of Trust and the Promissory Note such conveyance shall be subject to the terms and conditions of the Deed of Trust and the Promissory Note, which may not be assumed.

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 filing 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.
9. The additional provisions attached as Exhibit B hereto are hereby incorporated into this Deed of Trust by reference as if fully set forth herein.

THE TRUST FOR PUBLIC LAND

BY [Signature]
MARTIN J. ROSEN, President

BY [Signature]
ROBERT W. MCINTYRE, Senior Vice President

~~STATE OF WASHINGTON
COUNTY OF _____ } ss.
On this day personally appeared before me
to me known to be the individual described in and
who executed the within and foregoing instrument,
and acknowledged that _____ signed the
same as _____ free and voluntary act
and deed, for the uses and purposes therein men-
tioned.~~

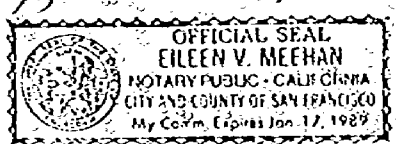
~~GIVEN under my hand and official seal this
day of _____ 19____~~

~~Notary Public in and for the State of Washington
residing at _____~~

~~STATE OF WASHINGTON CALIFORNIA
COUNTY OF _____ SAN FRANCISCO } ss.
On this 15th day of
August 19 85, before me, the undersigned, a
Notary Public in and for the State of Washington, duly commissioned and sworn,
personally appeared California
Martin J. Rosen
and Robert W. McIntyre
to me known to be the President and Senior Vice-President
respectively of The Trust for Public Land
the corporation that executed the foregoing instrument, and acknowledged the
said instrument to be the free and voluntary act and deed of said corporation, for
the uses and purposes therein mentioned, and on oath stated that
they are _____ authorized to execute the said instrument,
and that the seal affixed is the corporate seal of said corporation.~~

~~Witness my hand and official seal hereto affixed the day and year first
above written.~~

~~Eileen V. Meehan
Notary Public in and for the State of California,
residing at Berkeley, CA~~



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 _____ 19____

Mail reconveyance to _____