



PIONEER NATIONAL
TITLE INSURANCE

A TICOR COMPANY

Filed for Record at Request of

Name.....ROBERT D. WEISFIELD, Attorney At Law

Address.....POB 421 (218 E. Steuben St.)

City and State.....Bingen WA 98605

FILED FOR RECORD
SKAMANIA CO. WASH
BY ROBERT D. WEISFIELD

APR 10 11 28 AM '86

AUDITOR
GARY M. OLSON

PNTI File No.

DEED OF TRUST

THIS DEED OF TRUST, made this 2nd day of April, 1986

between WILLIAM JOHN SWAIN and ANN GERMERAAD SWAIN, husband and wife, Grantor,

whose address is Star Rt. Box 86A, Underwood WA 98651; ROBERT D. WEISFIELD,

Attorney At Law,

Trustee, whose address is POB 421,

Bingen WA 98605

and DONALD POUND GERMERAAD and ESTHER PIETRINA GERMERAAD, husband and wife,

Beneficiary whose address is Star Rt. Box 86B, Underwood WA 98651,

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 Legal Description

Registered	\$
Indexed	\$
Insured	\$
Filed	\$
Indexed	\$

which real property is not used principally for agricultural or farming purposes, together with all 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 Twenty-Five Thousand and 00/100

Dollars (\$125,000.00) 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 brought by Beneficiary or Trustee and to pay all costs and expenses, including costs of title search and recording, 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 add 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 by 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, 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.

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 encumbrances 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 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.

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. Grantor shall allow no other encumbrances or mortgages to be placed against the subject property without the prior written consent of the Beneficiary.

Ann Germeraad Swain (Seal)

William John Swain (Seal)

(Seal)

(Seal)

STATE OF WASHINGTON

COUNTY OF Klickitat

STATE OF WASHINGTON

COUNTY OF

On this day personally appeared before me

WILLIAM JOHN SWAIN and ANN

GERMERAAD SWAIN, husband & wife,

to me known to be the individual described in and who executed the within foregoing instrument; and

acknowledged that they signed the same as

their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of April, 1986

Notary Public in and for the State of

Washington, residing at White Salmon

My commission expires: 04-23-88

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 re-

quested 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 convey, 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

On this day of 19

before me the undersigned Notary Public in and for the State of Washing-

ton, duly commissioned and sworn, personally appeared

and to me known to be the President and

Secretary respectively of

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 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.

Notary Public in and for the State of Washington,

residing at

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

LEGAL DESCRIPTION ATTACHMENT

STATE OF WASHINGTON, County of Skamania,
 BEGINNING at a point on the South line of Section 10,
 Township 3 North, Range 10 East of the Willamette
 Meridian 504.45 feet and South 89°21'25" East from
 the Southwest corner of the Southeast quarter of said
 Section 10; thence North 89°21'25" West 504.45 feet
 to the said Southwest corner of the Southeast quarter;
 thence North 89°08'51" West along the South line of
 said Section 10, 767.68 feet; thence North 0°51'09"
 East at right angles to said South line, 400 feet;
 thence South 89°08'51" East parallel to said South line,
 723.66 feet; thence North 0°51'09" East, 382.06 feet to
 the South right of way line of the Bonneville-Coulee line;
 thence South 84°45'30" East along said right of way
 148.47 feet; thence continuing along said right of way
 South 84°37'47" East 401.53 feet to a point that bears
 North 0°51'09" East from the point of beginning; thence
 South 0°51'09" West 737.23 feet to the point of beginning.
 TOGETHER WITH AND SUBJECT TO a 30 foot wide easement for
 ingress, egress and utility purposes, over, under and
 across the South 30 feet of the above described property,
 and extending West 35 feet to a point 30 feet West of
 the center line of Love County Road.
 SUBJECT TO an easement for ingress, egress and utilities
 over, under and across the following described parcel:
 COMMENCING at a point on the South line of the
 Southeast quarter of said Section 10, South 89°21'25"
 East 504.45 feet from the Southwest corner of said
 Southeast quarter; thence North 0°51'09" East 100
 feet; thence Southwesterly to a point North 89°21'25"
 West 100 feet from the point of beginning; thence
 South 89°21'25" East 100 feet to the point of beginning.
 ALSO TOGETHER WITH the perpetual and exclusive right to
 take water from an existing spring located adjacent to
 the West boundary of the above described parcel on land
 retained by Grantors in the Southwest quarter of Section
 10, Township 3 North, Range 10 East of the Willamette
 Meridian and an easement over, under and across the property
 contained within a 30 foot radius around said spring for
 the purposes of construction and maintenance of a system
 for drawing water from said spring, and a further easement
 10 feet in width for the construction and maintenance
 of a water pipeline running from said spring in the most
 direct route to the West boundary of the tract herein
 conveyed, and including the right to enter upon said lands
 retained by Grantors for the inspection and maintenance of
 said spring, water system, and pipeline.
 SUBJECT TO easements and reservations of record."