

100965

TRUST DEED

This trust deed made April 11, 1986, between Paul E. Anderson, Jr. and Bonnie L. Anderson, husband and wife, as trustor, whose address is PO Box 93, City of Carson, County of Skamania, State of Washington, and Clark County Title Co., as trustee, whose address is 1201 Main Street, City of Vancouver, County of Clark, State of Washington, and Barclays American/Industrial Inc., as beneficiary, whose address is 516 SE Chkalov Dr. Suite 41, City of Vancouver, County of Clark, State of Washington.

Witnesseth: That trustor conveys and warrants to trustee in trust, with power of sale, the following described property, situated in the County of Clark, State of Washington:

A tract of land located in Skamania County, Washington, in the Northwest Quarter of the Northeast Quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, described as follows:

BEGINNING at the Northwest corner of the Northeast Quarter of the said Section 20; thence East 39 rods to the initial point of the tract herein described; thence West 290 feet; thence South 155 feet; thence East 290 feet; thence North 155 feet to the initial point.

EXCEPT Public Roads.

Rec'd: S
Index: S
Indirect: S
Filmed:
Mailed:

FILED FOR RECORD
SKAMANIA CO. WASH
BY CLARK COUNTY
TITLE CO.

Apr 15 1986 PM '86
D. C. O'Farrell

REAL ESTATE EXCISE TAX
APR 15 1986

PAID: N/A

G. K. L. Johnson, Esq.
SKAMANIA COUNTY TREASURER

which real property is not used principally for agricultural or mining purposes, together with all buildings, fixtures, and improvements thereon, and all water rights, rights, rents, issues, profits, income, tenements, hereditaments, privileges, and appurtenances thereunto belonging, now or hereafter used or enjoyed with the property, or any part thereof, subject, however, to the right, power, and authority herein given to and conferred on beneficiary to collect and apply such rents, issues, and profits;

For the purpose of securing: (1) payment of the indebtedness and all other lawful charges evidenced by a promissory note of even date herewith, having a total of payments of 19 thousand 6 hundred A and 16 cents Dollars (\$ 19,604.16), made by trustor, payable to the order of beneficiary at all times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this trust deed; and (4) the payment of all sums expended or advanced by beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

To protect the security of this trust deed, trustor agrees:

1. To keep the property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed thereon; to comply with all laws, covenants, and restrictions affecting the property; not to commit or permit waste thereof; not to commit, suffer or permit any act on the property in violation of law; to do all other acts which from the character or use of the property may be reasonably necessary, the specific enumerations herein not excluding the general.

If the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on the property, trustor further agrees: (a) to commence construction promptly and to pursue the same with reasonable diligence to completion in accordance with plans and specifications satisfactory to beneficiary, and (b) to allow beneficiary to inspect the property at all times during construction.

On presentation to trustee of an affidavit signed by beneficiary setting forth facts showing a default by trustor under this paragraph, trustee is authorized to accept as true and conclusive all facts and statements therein, and to act thereon as provided herein.

2. To provide and maintain insurance against loss by fire and other such contingencies as beneficiary may require, for such amount, for such term, and in such companies, satisfactory to beneficiary with loss payable clause in favor of beneficiary in a form satisfactory to beneficiary. In the event of loss or damage, trustor shall give immediate notice to beneficiary. Beneficiary may make proof of loss and settle and adjust all claims thereon, and endorse the proceeds of the insurance to no one but trustor, or to the amount due hereunder or to the restoration or repair of the property damaged. Payment of such amounts to be made directly to beneficiary. In the event of the refusal or neglect of trustor to provide insurance or to maintain the same or to renew the same in a manner satisfactory to beneficiary, then beneficiary may do such process and maintain such insurance and charge the cost thereof to trustor under the provisions of Paragraph 7 hereof.

3. To deliver to, pay for and maintain with beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the property, or the rights or powers of beneficiary or trustee, and should beneficiary or trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable amount, imposed by beneficiary or trustee.

5. To pay, at least ten (10) days before delinquency all taxes and assessments affecting the property, to pay when due, all assessments, charges, and fees with interest on the property or any part thereof, first at any time appear due, plus, if necessary, to pay all costs, fees, and expenses of this trust.

6. Should trustor fail to make any payment or do any act as herein provided, then beneficiary or trustee, but without obligation to do so and without notice to or demand on trustor and without releasing trustor 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 on the property for such purpose, commence, agree in, and defend any action or proceeding purporting to affect the security hereof or the rights or powers of beneficiary or trustee; pay, purchase, contract or compromise any encumbrance, charge or lien, which in the judgment of either appears to be prior or superior thereto; and in exercising any such powers, 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 his reasonable fees.