SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

Name JOSEPH L. UDALL, Attorney at Law,

Address P. O. Box 417

Registered (

City and State White Salmon, WA 98672

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DEED OF TRUST

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THIS DEED OF TRUST, made this 12 Bday of ____ August RODNEY ROBERT ROEDER and MARY JUDE ROEDER, husband and wife whose address is

SAFECO Title Insurance Company, a California Corporation, Irustee, whose address is 2615 4th Avenue, Seattle, Washington 98125, and JOHN JESSUP, JR. and LESLIE JESSUP, husband and wife,

whose address is Star Route, Cook, WA 98605

WIENESSEIH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property

A tract of land located in Government Lots 4 and 5, in Section 26, Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Lot 1 of the JOHN JESSUP SHORT PLAT recorded September 13, 1985, in Book 3 of Short Plats on Page 84, Skamania County Records.

SUBJECT TO easements as recorded under Auditor's File Number 68398 and as recorded in Book "W" at Page 415.

TOGETHER WITH the rights to take water from a water supply and distribution system maintained by the United States of America, Department of the Interior, Fish and Wildlife Service, as such rights were reserved to Mary Jessup by Paragraph 3 (b) of that certain Deed dated February 14, 1951, recorded in the office of the Auditor of Skamania County, Washington, in Book 33 of Deeds, at page 402 et seg.

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

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. 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.

H 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
- 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 second

request of Beneficiary, Trustee shall sell the trust property at public auction to the highest bidder. Any person exce follows: (1) to the expense of the sale, including a teaso	in intersections secured hereby or in the performance of any agreement contained be due and payable at the option of the Beneficiary. In such event and upon written y, in accordance with the Deed of Trust Act of the State of Washington, (as amended), ept Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as mable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of persons entitled thereto or may be deposited tless clerk's filing fee) with the clerk of
5. Trustee shall deliver to the purchaser at the sale property which Grantor had or had the power to convey thereafter. Trustee's deed shall regite the facts showing to	e its deed, without warranty, which shall convey to the purchaser the interest in the at the time of his execution of this Deed of Trust, and such as he may have acquired hat the sale was conducted in compliance with all the requirements of law and of this e of such compliance and conclusive evidence thereof in favor of bona fide purchasers
6. The power of sale conferred by this Deed of Trus Beneficiary may cause this Deed of Trust to be foreclosed	t and by the Deed of Trust Act of the State of Washington is not an exclusive remedy;
7. In the event of the death, incapacity, disability of upon the recording of such appointment in the mortgage shall be vested with all powers of the original trustee. The Deed of Trust or of any action or proceeding in which brought by the Trustee.	or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and a records of the county in which this Deed of Trust is recorded, the successor trustee the trustee is not obligated to notify any party hereto of pending sale under any other Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is
8. This Deed of Trust applies to, inures to the be legatees, administrators, executors, successors and assigns whether or not named as Beneficiary herein.	nefit of, and is binding not only on the parties hereto, but on their heirs, devisees,. The term Beneficiary shall mean the holder and owner of the note secured hereby,
	RODNEY ROBERT ROEDER 8/14/86
	MARY JUDE ROEDER
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STATE OF VARIABLE STATE OF VARIABLE STATE OF VARIABLE STATE OF THE STA	STATE OF WASHINGTON COUNTY OF
On this day personally appeared before me RODNEY ROBERT ROEDER & MARY JUDE ROEDER	On this day of the undersigned, a
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as their free and voluntary act	Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
and deed, for the uses and purposes therein men-	to me known to be the President and Secretary,
uonci.	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 authorized to execute the said instrument
GIVEN under my hand and official seal this August 19 86	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.
Notary Public in and for the State of the control o	Notary Public in and for the State of Washington,
My commission Expires: 10/12/8	residing at
PUBLIC	······································
	FOR FULL RECONVEYANCE be used only when note has been paid.
TO: TRUSTEE.	paid.
directed, on payment to you of any sums owing to you u other evidences of indebtedness secured by said Deed of	e note and all other indebtedness secured by the within Deed of Trust. Said note, d of Trust, has been fully paid and satisfied; and you are hereby requested and note the terms of said Deed of Trust, to cancel said note above mentioned, and all f Trust delivered to you herewith, together with the said Deed of Trust, and to e terms of said Deed of Trust, all the estate now held by you thereunder.
Dated, 19	
Mail reconveyance to	