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BOOK 102 PAGE 661

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY RICHARD EASTON

Filed for record at request of:

Richard Easton

P.O. Box 1032

The Dalles, Oregon 97085

SEP 24 3 09 PM '86

GARY H. OLSON  
ASSISTANT  
CLERK

DEED OF TRUST

1. Effective date: February 18, 1985
2. Grantor: Seven Star Development, Inc.,  
a Washington corporation  
P.O. Box 1283  
White Salmon, WA 98672
3. Trustee: Clark County Title Company  
1201 Main St.  
Vancouver, WA 98660
4. Beneficiary: Richard Easton  
P.O. Box 1032  
The Dalles, Oregon 97085

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

See Exhibit "A", attached hereto and incorporation by reference herein.

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.

6. This Deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Sixty-three Thousand Four Hundred Dollars (\$63,400.00) 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:

7. To keep the property in good condition and repair; to permit no

DEED OF TRUST - 1

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VANCOUVER, WA 98601  
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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.

8. 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.

9. 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.

10. 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 fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

11. 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 fees actually incurred, as provided by statute.

12. 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:

13. 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.

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14. 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.

15. 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.

16. 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 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.

17. 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.

18. 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.

19. 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.

20. 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.

SEVEN STAR DEVELOPMENT, INC., a  
Washington corporation

By: Curtis Clark  
Curtis Clark, Secretary

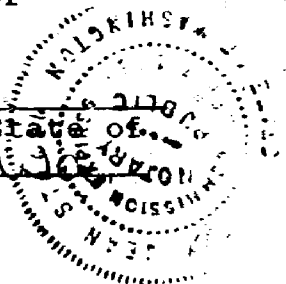
Richard Easton  
Richard Easton

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ ) SS.

On this day personally appeared before me ROBERT HARDY, to me known to be the President of SEVEN STAR DEVELOPMENT, INC., a Washington corporation, 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 (s)he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 12 day of  
Sept, 1986.

Betsy Jean Strain  
Notary Public in and for the State of  
Washington, residing at Lyle 1986



STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ ) SS.

On this day personally appeared before me RICHARD EASTON, to me known to be the individual described in and who executed the

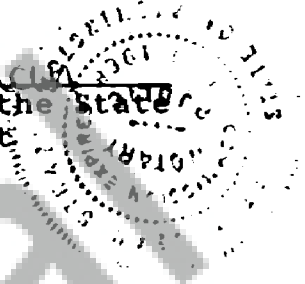
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within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12 day of September, 1986.

Betsy Jean Strain  
Notary Public in and for the State  
of Washington, residing at  
1414 1st St.





A tract of land located in the North Half of the Northeast Quarter of the Southeast Quarter of Section 21, Township 3 North, Range 10 East Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the section line South 299.49 feet from the quarter corner on the East line of the said Section 21; thence South along the section line 210 feet; thence West at a right angle 630 feet; thence North parallel to the section line 210 feet; thence Easterly 630 feet to the Point of Beginning;

Said tract being designated as Lot 1 of Virginia Mahieu's Short Plat recorded under Auditor's File No. 85507 at page 28 of Book 2 of Short Plats, records of Skamania County, Washington.

EXHIBIT A

PROMISSORY NOTE

\$63,400.00

White Salmon, Washington  
February 18, 1985

FOR VALUE RECEIVED, SEVEN STAR DEVELOPMENT, INC., a Washington corporation, promises to pay to RICHARD EASTON, or order, the sum of Sixty-three Thousand Four Hundred Dollars payable as follows:

The sum of Ten Thousand (\$10,000.00) Dollars on or before January 1, 1987, and the sum of \$ 500.00, or more at maker's option, on or before February 1, 1987, and \$ 500.00, or more at maker's option, or or before the same day of each then succeeding calendar month until said Note is paid in full. Maker further agrees to pay interest on the balance, and the diminishing amounts thereof, at the rate of thirteen (13%) percent per annum from date hereof, which interest shall be deducted from each monthly installment and the balance applied in reduction of principal.

This Note is secured by a Deed of Trust of even date.

If any of said installments are not so paid, the whole sum of both principal and interest shall become due and payable at once without further notice, at the option of the holder thereon.

This Note shall bear interest at the rate of thirteen (13%) percent per annum after maturity or after failure to pay any installment as above specified and if this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this Note, SEVEN STAR DEVELOPMENT, INC., a Washington corporation, promises to pay a reasonable attorney fee.

SEVEN STAR DEVELOPMENT, INC., a  
Washington corporation

By: Curtis Clark  
Curtis Clark, Secretary

PROMISSORY NOTE