Name

Address

City and State

TTIC File No. 134345KK

OF RECORD BY CLARK COUNTY TITLE

BOOK 103

GARY M. OLSON

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DEED OF TRUST

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 30+k day of October

Michael R. Potts and Sandra L. Potts, husband and wife

M.P. 0.56 R. Strunk Road, Washougal, WA 98671 whose address is

P.O. Box 409, TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, a corporation, Trustee, whose address is R-J Land Development, Inc., a Washington Corporation,

, and as to an undivided 2/3 interest, and Marion, Z Lamb . Vancouver, Washington 98666 and Dorothy A. Lamb, husband and wife, as to an undivided 1/3 interest

P.O. Box 175, Vancouver, WA 98666 Beneficiary whose address is

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

property in

Skamania

County, Washington:

Lot 3 of R-J Land Development, Inc., Short Plat recorded May 14, 1981 in Book 2 of Short Plats at page 216 under Auditor's File No. 92448 being a revision of Roman Short Plat recorded in Book 2 of Short Plats at page 150, records of Skamania County, Washington.

This deed of trust, and the note secured hereby, shall be paid in full on or before November 1, 1993.

> Registered Indirect Filing

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Grantor,

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 Thirty-Five Thousand and No/100-----

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
of, 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 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 im-1. To keep the property in good condition and repair, to permit no waste thereor, to complete any building, structure or improvement thereon which may be provement 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

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 forcelose this Deed of Trust. In the event of forcelosure, all rights of the Grantor in insurance policies then in force shall pass to 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.

- 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 Peneficiary 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 Trustees 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

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its authorized agent shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest its authorized agent shall sell the trust property, in accordance with the Deed of Trust Act of the sale as follows: (1) to the expense of sale, including states. 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 easonable 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 except Trustee's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons except trustee's fee; (2) to the obligation secured by this Deed of Trust, which recite the facts showing that the sale was conducted in compliance with all appears and object of the sale was conducted in compliance with all requirements of law and of this Deed of Trust, which recited 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 shall appoint in writing a successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of endors any other Deed of Trust to of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party ending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party ending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party ending sa	
eas such action or proceeding is brought by the Trust	ee.
8. This Deed of Trust applies to, intres to the beates, legatees, administrators, executors, successors a ured hereby, whether or not named as Beneficiary I	and one gree . The verm mental and
	Mulco P(v) (Seal) Hichael R. Potts
	Sandra L. Potts (Seal)
ONTY OF Clark On this day personally appeared before me Michael R. Potts and Sandra L. Potts o me known to be the individual described in and the executed in within foregoing instrument, and cknowledged that the the same as the individual described in and the individual described in and the executed in within foregoing instrument, and the individual described in and the individual described in and the executed in within foregoing instrument, and the individual described in and the individual described	On this day of 19 before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared. and to me known to be the President and Secretary respectively, of 19 before and 19 secretary respectively, of 19 secretary resp
October 19 86	thatauthorized 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.
Notary Public in and for the State of Washington, residing at Vancouver My commission expires 4-8-89	Notary Public in and for the State of Washington. residing at
REOU	IEST FOR FULL RECONVEYANCE . To be used only when note has been paid.
ro: Tru ste e.	
note, together with all other indebtdness secured by quested and directed, on payment to you of any su	of the note and all other indebtedness secured by the within Deed of Trust. Said Deed of Trust, has been fully paid and satisfied; and you are hereby rems owing to you under the terms of said Deed of Trust, to cancel said note above secured by said Deed of Trust delivered to you herewith, together with the said the parties designated by the terms of said Deed of Trust, all the estate not
Dated, 19	