

CLARK COUNTY

TITLE INSURANCE COMPANY

1201 Main Street
Vancouver, WA 98660

102141

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In Use

BOOK 103 PAGE 772

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD
SKAMANIA CO WASH
BY CLARK COUNTY TITLE

Dec 31 3 12 PM '86

GARY H. OLSON

WHEN RECORDED RETURN TO

Name Thomas, John and Melissa Price

Address Indian Mary Road

City, State, Zip Skamania, WA 98648

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 31st day of December, 1986, between
THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation
GRANTOR,

whose address is 82 Second Street, San Francisco, CA 94105

CLARK COUNTY TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is: 1201 Main
Street, Vancouver, Washington 98660, and Thomas Price, John Le Baron Price and Melissa A.
Carlson-Price

BENEFICIARY,

whose address is Indian Mary Road, Skamania, WA 98648

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 EXHIBIT A

which real property is not used principally for agricultural or farming purposes, together with all the ten-
ements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise apper-
taining, 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 Fifty-Nine Thousand Nine Hundred Eighty Six and 59/100
with interest, in accordance with the terms of a promissory note of even date herewith, payable to Bene-
ficiary 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 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.

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 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 the 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 purchaser and encumbrancers 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, 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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

THE TRUST FOR PUBLIC LAND, a nonprofit California
public benefit corporation

By:

By: Ralph W. Benson Executive Vice President

By: Neil J. Lee

CORPORATE ACKNOWLEDGMENT

NO 202

State of California }
County of San Francisco } SS.

On this the 24th day of December 1986 before me,

Eileen V. Meehan
the undersigned Notary Public, personally appeared

Ralph W. Benson + Nelson J. Lee

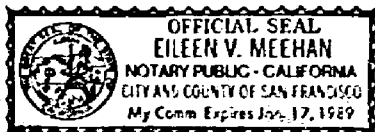
☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as Executive Vice President + Assistant Secretary or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Eileen V. Meehan
Notary's Signature



7120 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd • P.O. Box 4625 • Woodland Hills, CA 91365-4625

NOTARY PUBLIC. TO BE USED ONLY WHEN NOTE HAS BEEN PAID.

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 requested 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 reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated _____, 19____

8-3161

EXHIBIT A

PARCEL 1: That portion of the following described property lying South of State Highway No. 8:

The North half of the Northwest Quarter; the Northwest Quarter of the Northeast Quarter; and Government Lots 1, 2, 3 and 4; all being in Section 4, Township 1 North, Range 6 East of the Willamette Meridian.

TOGETHER WITH all tidelands of the Second class in front of, adjacent to or abutting upon said property;

EXCEPTING THEREFROM, those portions conveyed to the Spokane, Portland and Seattle Railway Company by deed Recorded June 20, 1952 in Book 35, page 272, Auditors File No. 44144, Skamania County Deed Records;

ALSO EXCEPTING THEREFROM, Beginning at the Northeast corner of said Section 4; thence Westerly along the North line of said Section 4, a distance of 1500 feet; thence southerly parallel with the East line of said Section 4, a distance of 1000 feet; thence easterly a distance of 1500 feet to a point on the East line of said Section 4, which is 1000 feet South of the Northeast corner thereof; thence North along said East line 1000 feet to the point of beginning.

ALSO EXCEPTING THEREFROM, All that portion of the following tract lying southerly of the Burlington Northern Railroad Right of Way:

Beginning at a point on the North line of Section 4 which is 1500 feet West of the northeast corner thereof; thence continuing West along said North line a distance of 1700 feet; thence southerly parallel with the East line of said Section 4 a distance of 1000 feet; thence easterly a distance of 1700 feet to a point which is 1000 feet South of the point of beginning, when measured on a line 1500 feet West of and parallel to the East line of said Section 4, thence North, parallel with the East line of said Section 4, a distance of 1000 feet, to the point of beginning,
and

PARCEL 2: All that portion of the following tract lying southerly of the Burlington Northern Railroad Right of Way:

Beginning at a point on the North line of Section 4 which is 1500 feet West of the Northeast corner thereof; thence continuing West along said North line a distance of 1700 feet; thence southerly parallel with the East line of said Section 4 a distance of 1000 feet; thence easterly a distance of 1700 feet to a point which is 1000 feet South of the point of beginning, when measured on a line 1500 feet West of and parallel to the East line of said Section 4; thence North, parallel with the East line of said Section 4, a distance of 1000 feet, to the point of beginning.

EXCEPT A tract of land located in Section 4, Township 1 North, Range 6, East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at the Northeast corner of said Section 4; thence West along the North line of said Section 4 a distance of 1500.00 feet to the true point of beginning of said tract; thence South along the East line of said tract a distance of 522.45 feet; thence South $73^{\circ} 33' 00''$ West 250.00 feet; thence North $84^{\circ} 18' 00''$ West 400.00 feet; thence North $66^{\circ} 00' 00''$ West 345.00 feet more or less to the westerly bank of a creek commonly known as Indian Mary Creek; thence southerly along said westerly bank to the mean high water line of Franz Lake; thence westerly along said mean high water line to a point which is 1700.00 feet West of the East line of said tract; thence North 300.00 feet more or less to the North line of said Section 4; thence East along the North line of said Section 4, a distance of 1700.00 feet to the true point of beginning;

EXCEPT that portion lying North of the southerly edge of the Burlington Northern Railroad Right-of-Way;

Containing 13 acres more or less.