



102715

CLARK COUNTY TITLE COMPANY
1201 MAIN ST. VANCOUVER, WA 98660 • (206) 694-4722

AGENT FOR

COMMONWEALTH LAND
TITLE INSURANCE COMPANY
OF PHILADELPHIA

FILED FOR RECORD AT REQUEST OF

CCT8875CF

WHEN RECORDED RETURN TO

Name James E. Peterson and Diane E. Peterson

Address _____

City, State, Zip _____

Registered ☒
Indexed, dir ☒
Indirect ☒
Filmed ☒
Mailed ☒

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THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD
SKAMANIA CO. WASH
BY CLARK COUNTY TITLE

FEB 24 10 00 AM '87

E. Mearns
AUDITOR
GARY M. OLSON**Deed of Trust**

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 23rd day of February, 19 87, betweenGARY R. HAINS AND DIANE J. HAINS, husband and wife, GRANTOR,

whose address is _____

CLARK COUNTY TITLE COMPANY, a Washington Corporation, TRUSTEE, whose address is 1201 Main Street, Vancouver, Washington 98660, and

JAMES E. PETERSON AND DIANE E. PETERSON, husband and wife, BENEFICIARY,whose address is 3021 28th Street, Court E #7, Tacoma, WA 98443,WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in SKAMANIA County, Washington:

LEGAL ATTACHED HERETO AND MADE A PART THEREOF.

DEED OF TRUST RIDER ATTACHED HERETO AND MADE A PART THEREOF.

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 FIFTY-FOUR THOUSAND AND NO/100----- Dollars (\$ 54,000.00) 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:

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.

Gary R. Hains
Gary R. Hains

Diane J. Hains
Diane J. Hains

STATE OF WASHINGTON } ss.
COUNTY OF Clark }

On this day personally appeared before me
Gary R. Hains and Diane J. Hains

to me known to be the individual described in and
who executed the within and foregoing instrument,
and acknowledged that they signed the same
as their free and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
53rd day of February, 1987
Cheryl A. Black
Notary Public in and for the State of Wash-
ington, residing at Battle Ground
My appointment expires: 2/1/90

STATE OF WASHINGTON } ss.
COUNTY OF }

On this day of 19
before me, the undersigned, a Notary Public in and for the State of Wash-
ington, duly commissioned and sworn, personally appeared

and
to me known to be the President and Secretary,
respectively of
the corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said corpora-
tion, for the uses and purposes therein mentioned, and on oath stated that
authorized 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

REQUEST FOR FULL RECONVEYANCE
Do not record. 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
B-3161

X
X

ORDER NO. 8875Sk

EXHIBIT "A"

A tract of land in the Southwest Quarter of the Southeast Quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

BEGINNING at a point 68.5 feet North of the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 26, said point being on the Northerly right of way line of State Road No. 14 as presently constructed and located; thence North along the East line on the Southwest Quarter of the Southeast Quarter of said Section 26, a distance of 425.5 feet; thence North $81^{\circ}13'$ West 1,010 feet, more or less, to a point North $25^{\circ}14'$ East from the Southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 26; thence South $25^{\circ}14'$ West to the Southwest corner of the Southwest Quarter of the Southeast Quarter of the said Section 26; thence East to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 26; thence North 68.5 feet to the Point of Beginning.

EXCEPT that portion of said land lying within the Spokane, Portland and Seattle Railway Company's Right of Way, as marked and established across said land.

ALSO EXCEPT a tract of land conveyed to the United States of America by instrument recorded May 12, 1942 in Book 29 of Deeds, page 90, records of Skamania County, Washington.

TOGETHER WITH an easement for ingress, egress and utilities over and across the existing 30 foot roadway and the Southerly extension thereof, lying Easterly of and adjacent to the Easterly line of Parcel "A" herein described.

EXCEPT that portion of the Southwest Quarter of the Southeast Quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as beginning at the quarter section corner on the South line of said Section 26; thence East 360 feet; thence North $48^{\circ}30'$ East 150 feet; thence North $41^{\circ}30'$ West, 180 feet; thence North 59° West 181 feet; thence South 31° , West 383 feet to the Point of Beginning.

EXCEPT Beginning at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington; thence East 360 feet to the True Point of Beginning, thence North $48^{\circ}30'$ East 100 feet, more or less, thence North 41° West 210 feet, more or less, thence Northeasterly parallel with the North line of State Road No. 14, 200 feet, more or less, thence South 41° East 600 feet, more or less, to the North line of State Road No. 14, lying within the Northeast Quarter of Section 35, Township 2 North, Range 6 East; thence Southwesterly to the Railroad right of way thence Northwesterly to the Point of Beginning.

PARCEL B

That portion of the Northeast Quarter of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, Clark County lying Northerly and Easterly of the Spokane, Portland and Seattle Railway Company's right-of-way, as marked and established across said land.

GH (JW)

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ACKNOWLEDGEMENT and CONSENT

JAMES E. and DIANE E. PETERSON understand and acknowledge that the subject property purchased by the Hains and secured by the attached Deed of Trust may be commercially developed by the Hains as a Recreational Resort, camping club or otherwise and that the home on the subject property may be converted to a club house.

JAMES E. and DIANE E. PETERSON hereby consent to and permit such commercial development of the subject property, and agree to cooperate with the Hains in any land use or state regulatory procedures necessary to complete the Hains commercial development.

James E. Peterson
JAMES E. PETERSON

Diane E. Peterson
DIANE E. PETERSON

Handwritten initials