

103379

BOOK 105 PAGE 749



**CLARK COUNTY
TITLE INSURANCE COMPANY**

1201 Main Street
Vancouver, WA 98660

OCT 13 1988 ESK

FILED FOR RECORD AT REQUEST OF

The Trust for Public Land
Rialto Building
116 New Montgomery Street - 4th Floor
San Francisco, CA 94105
Attn: Legal Department

WHEN RECORDED RETURN TO

Ingrid Bruck

Name The Trust for Public Land

Address 666 Broadway

City, State, Zip New York, NY 10012

FILED FOR RECORD
THIS SPACE PROVIDED FOR RECORDER'S USE:
SKAMIA, WASH
CLARK COUNTY TITLE

JUN 22 4 13 PM '87
Auditor
GARY H. OLSON

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 18th day of June 1987, between

The Trust for Public Land, a nonprofit California public benefit corp., GRANTOR,

whose address is Rialto Building, 116 New Montgomery Street, 4th Floor, S.F., CA 94105
CLARK COUNTY TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is: 1201 Main
Street, Vancouver, Washington 98660, and Metropolitan Life Foundation, a New York

corporation BENEFICIARY,

whose address is One Madison Avenue, New York, NY 10010

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 attached hereto

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 Two Hundred Eighty Thousand Dollars (\$280,000.00) with interest, in accordance with the terms of a promissory note dated 5/16/86 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.

Indexed S
Inscribed S
Filed
Mailed

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

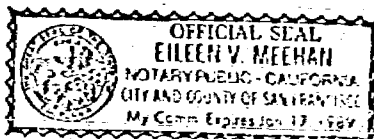
By: Harriet Burgess
Title: Vice President

By: Nelson J. Lee
Title: Secretary

STATE OF WASHINGTON

State of California)
) ss.
County of San Francisco)

On this 19th day of June, in the year 1987, before me Eileen V. Meehan, the undersigned Notary Public, personally appeared Harriet Burgess and Nelson J. Lee, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) who executed the within instrument as Vice President and Secretary, respectively, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



Eileen V. Meehan

My commission expires 1/17/89

Exhibit "A"

PARCEL I

A tract of land located in Government Lot 1 of Section 1, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Northeast corner of the said Government Lot 1 (the same being also described as the Southeast Quarter of the Southeast Quarter of the said Section 1); thence West 362 feet; thence South 376 feet to the Northerly right-of-way line of the Spokane, Portland & Seattle Railway Company; thence North $87^{\circ} 25'$ East following said right-of-way line 363 feet; thence North 349 feet to the point of beginning.

GOVERNMENT Lot 4 of Section 6, Township 1 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

TOGETHER WITH all tidelands of the second class in front of, adjacent to and abutting upon said Government Lot 4 as described in deed from the State of Washington dated January 26, 1917, and recorded February 13, 1917, at page 103 of Book Q of Deeds, Records of Skamania County, Washington.

EXCEPT right of way acquired by Spokane, Portland & Seattle Railway Company.

EXCEPT that portion lying within Primary State Highway 8.

PARCEL II

That portion of Government Lot 3 of Section 6, Township 1 North, Range 6 of the Willamette Meridian, lying Northerly of Washington State Highway 14 (Evergreen Highway) and Westerly of County (Smith-Cripe) Road, the Westerly line of said Smith-Cripe Road being the Easterly line of that tract conveyed by deed to George A. Rizor, Jr. et ux, recorded under Auditor's File No. 90904 in Book 78 of deeds at page 349.