



103461
CLARK COUNTY
TITLE INSURANCE COMPANY
1201 Main Street
Vancouver, WA 98660

BOOK 105 PAGE 951

FILED FOR RECORD
THIS SPACE PROVIDED FOR RECORDER'S USE:
BY CLARK COUNTY TITLE

JUL 7 2 20 PM '87
d. D. Dep.
AUDITOR
GARY M. OLSON

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name Mr. & Mrs. Melvin Doetsch

Address 34.08R SR14

City, State, Zip Skamania, WA 98648

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this 16th day of April, 19 87, between

THE TRUST FOR PUBLIC LAND, a non-profit California public benefit corporation, GRANTOR,

whose address is

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

MARLENE DOETSCH and MELVIN E. DOETSCH, wife & husband, 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:

See Exhibit "A" for Legal Description attached hereto and by this reference made a part hereof.

Registered S
Indexed, Dir S
Indirect S
Filmed
Mailed

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 SEVENTY THOUSAND AND NO/100---- Dollars (\$ 270,000.00) 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.

The Trust for Public Land

Ralph W. Benson
Ralph W. Benson
Executive Vice President

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

On this 28th day of April, in the year 1987, before me Eileen V. Meehan, the undersigned Notary Public, personally appeared Ralph W. Benson, 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 Executive Vice President 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

ington, 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____

AMENDED EXHIBIT "A"

Parcel No. 1

Government Lot 3 of Section 36, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT that portion thereof lying on the easterly side of the artificial mouth of Woodard Creek or the mouth of Little Creek.

Government Lots 1 and 2; that portion of Government Lot 3, and of the North Half of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter, lying southerly of the right of way of the Spokane, Portland and Seattle Railway Company; and that portion of Government Lot 4 lying southerly of the right of way of the Spokane, Portland and Seattle Railway Company.

EXCEPT that portion thereof conveyed to John Dryman by deed dated April 8, 1878, and recorded at page 12 of Book C of Deeds, Records of Skamania County, Washington.

AND EXCEPT that portion thereof conveyed to William Rutler by deed dated March 27, 1911, and recorded at page 133 of Book N of Deeds, Records of Skamania County, Washington.

All in Section 35, Township 2 North, Range 6 East of the Willamette Meridian.

All shorelands of the second class fronting and abutting upon the uplands above described in Sections 35 and 36, Township 2 North, Range 6 East of the Willamette Meridian.

EXCEPT:

Lot 1 of the M. Doetsch Short Plat recorded in Book 3 of Short Plats, page 109, under Auditor's File No. 102466, being a portion of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

Parcel No. 2

BEGINNING at a point marking the intersection of the Quarter Section line running North and South in Section 35, Township 2 North, Range 6 East of the Willamette Meridian, with the northerly line of the right of way of the Spokane, Portland and Seattle Railway Company; thence North along the Quarter Section line of the said Section 35 to intersection with the southerly right of way line of Primary State Highway No. 8; thence in a northeasterly direction along the southerly right of way line of said highway a distance of 300 feet; thence in a southeasterly direction to intersection with the northerly line of the right of way of the Spokane, Portland and Seattle Railway Company at a point 350 feet northeasterly from the Point of Beginning; thence in a southwesterly direction along the northerly line of said railroad right of way 350 feet to the Point of Beginning.

ORDER NO. 6772

AMENDED EXHIBIT "A" CONTINUED:

Parcel No. 3

The Northeast Quarter of the Northwest Quarter of the Northwest Quarter, the North Half of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter; and that portion of the Northeast Quarter of the Northwest Quarter lying northerly of Primary State Highway No. 8; all in Section 35, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

That portion of the Northwest Quarter of the Northeast Quarter of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, described as follows:

BEGINNING at a point 954.6 feet West and 100 feet South of the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 35; thence South $25^{\circ}10'$ East 363.4 feet, more or less, to the northerly right of way line of Primary State Highway No. 8; thence following the northerly right of way line of said highway westerly to intersection with the Quarter Section line of said Section 35; thence North along said Quarter Section line to a point 100 feet South of the Quarter corner on the North line of said Section 35; thence East to the Point of Beginning.