Bor 4 WA-15-41, Ed. Jan. '85

TRUST DEED

	ntombor 16	in 87 aib J	oseph M. Roberts	***************************************
This Trust Deed made	MP2.00R Labarre	Rd	oseph M. Roberts City of Washingto	gal
County ofSkamania	State of W	ashington; BENEVES	SERVICES, INC., a Washingto	on corporation, as I rustee,
whose address is	Cooper Point RD.	SW #26	SERVICES, INC., a washingto	n; and
& BENEFICIAI	L MORTCAGE CO. OF W.	ASHINGTON, a Delawa Seon "A-7	are corporation qualified to do bu	isiness in warming.
as Beneficiary, whose addres	s is2700 in mides	Clark	State of Washington	
			the exercise of color the real	nimieris silvaicu iii iii~
County ofSkamania	a, State	of Washington, nerea	fter referred to as the "Proj	octiv and described as
follows:	See attached Exhi	ibit "A"		
			the state of the s	
			CLARK COUNTY-I	TI S
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				Sialled 5
San San Landa Band Dropo	2n not haing used princip	ally for agricultural or	farming purposes, together with	all buildings, fixtures, and
the above described Prope improvements on the Prop	erty, and all water rights,	rights of way, casemer	tarming purposes, together with its, rents, issues, profits, income or enjoyed with the Property, su	, tenements, hereditaments, biget however to the right.
privileges, and appurtenan	ices thereunto belonging, i	on Beneficiary to colle	ct and apply those rents, issues	, and profits;
power, and authority neres	his Trust Deed is subject to	a prior trust deed date		, 19, executed by
,	3 3	7 9 00	2	as trustee for the
		7.5	-9	as beneficiary,
securing payment of a proi	missory, note in the princip	al amount of \$	T County, J	hat prior trust deed was tiled. Vashington, under Auditor's
17:1 :: \$1	and recorded in Runk	Ω	age .:2	
For the purpose of securi	ing: (1) payment of the in	debtedness and all oth	er lawiul charges evidenced by	a promissory noté or Loan
" Agreement (NotelAgreeme	ent) of gyen date secured b	by this Trust Deco; na	ving:	3
			to Neidlageonant	n unpaid balances
6.3	the fill the street of Loop of	ako Kate bi Lharge st	iawa in the motomic coments —	
ا بر الاستان ا	(D	(0)	nce of all agreements made by nade to Trustor; and (4) payme	frustor in this instrument; of all sums expended or
			ed, as herein provided; and	
en de la companya de	Callie Truck Dood Tructor	aurees 300		
i. To keep the Property i	in good condition and repa	air; not to remové or de	emolish any building crected on	the Property; to complete or destroyed on the Property;
restore promptly and in g	toog and workmannike mai	iller any busing that	in the someth or pormit w	aste of the Property: not to
commit, suffer or permit	any act on the troperty	in violation of law; and	to do all other acts which from	the character or use of the
Property may be reasona	ibly necessary.		Comming construction of im	provements on the Property.
Trustor further agrees: (a	a) to begin construction pr	omptly and pursue the	same with reasonable diligence	to completion in accordance Property at all times during
with plans and specifica	tions satisfactory to Beng	eliciary, and (b) to all	ow Beneficiary to inspect the	Colored an amount
construction.	O Dear	porte against loss by fir	e and other such casualties as I	Beneficiary may require in an
 2. To provide and maint amount, for such term, a 	am insurance gu tae i top ind in a company or comp	anies satisfactory to B	e ann omer such casuaries as e eneficiary with loss payable clau give immediate notice to Bene	ses in favor of, and in a form Galary Reneficiary may make
satisfactory to, Benelicia	ry. In the event of joss of	trainage, irustor snag	The last its aution to reducti	on of amounts due under the
— "Note/Agreement or this I	Linel Deed of to the testoi	ation of repair of the	communa cr to maintain the s	ome or to renew the same in a
to Beneficiary. In the eve	ent of the refusaj of negle Roneficiary then Benefici	iáry may itself procur	s insurance or to maintain the seand maintain such insurance	and charge the premium to
			ness secured by this Trust Deed of title or policies of title inst	rance and any extensions or
4: To appear in and defe	end any action or proceed	ing purporting to affect	t the security hereof, the title to	the Property, or the rights or y such action or proceeding,
powers of Beneficiary of Prostor shall now all or	or Trustees Should Benefi osts and expenses, includ	ciary or Trustee eject ing cost of evidence c	to also appear in or defend at if title and attorneys' fees in a	reasonable sum incurred by
🌝 5. To pay, at least ten (1	0) days before delinquency	r, all taxes and assessmany part thereof that	ents affecting the Property, to po at any time appear to be prior	or superior to this Trust Deed
6. In the event of the immediately due and pa	death of one of the Trust	ors, Beneficiary, at its	option, may declare the unpaid	I halance of the indenteoness

- 7. Should Trustor fail to make any payment or do any act provided for in this Trust Deed, then Beneficiary or Trustee, without obligation so to do, without notice to or demand on Trustor and without releasing Trustor from any obligation coder the Note/Agreement, may (a) make or do the same in such manner, and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter on the Property for such purposes; (b) commence, appear in, and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee; and (c) pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgment of either appears to be prior or superior to this Trust Deed. In exercising any of the above enumerated powers whereby liability is incurred. Trustee or Beneficiary shall expend whatever amounts in the absolute discretion of either Beneficiary or Trustee may deem necessary, including cost of evidence of title; and employ counsel and pay the reasonable fees of counsel. On presentation to Trustee of an affidavit signed by Beneficiary setting forth facts showing a default by Trustor under this paragraph, Trustee is authorized to accept as true and conclusive all facts and statements therein, and to act on that affidavit as provided in this Trust Deed.
- 8. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the Rate of Charge until the loan is paid in full. The repayment of all such sums shall be secured by this Trust Deed.
- 9. If Trustor voluntarily sells or conveys the Property, in whole or in part, or any interest in that Property or by some act or means Trustor is divested of title to the Property without obtaining the written consent of Beneficiary, then Beneficiary, at its option, may declare the unpaid balance of the Indebtedness immediately due and payable. This option shall not apply if (I) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Beneficiary and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Beneficiary, including, if required, an increase in the rate of interest payable under the Notel Agreement.
- 10. Trustor will pay and keep current the monthly instalments on the prior trust deed and to prevent any default thereunder. Trustor further agrees that should any default be made in the payment of any instalment of principal or any interest on the prior trust deed, or should any suit be commenced or other action taken to foreclose the prior trust deed, then the amount secured by this Trust Deed shall become and be due and payable in full at any time thereafter, at the option of Beneficiary and in accordance with the Note Agreement. Beneficiary, at its option, may pay the scheduled monthly instalments on the prior trust deed and, to the extent of the amount so paid, become subrogated to the rights of the beneficiary identified in the prior trust deed. All payments made by Beneficiary on the loan secured by the prior trust deed shall hear interest at the Rate of Charge until paid in full.
- 11. Should the Property be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire or earthquake or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or telief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, which, after deducting therefrom all of its expenses, including attorneys' fees, may apply the same on the Indebtedness. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.
- 12. At any time and from time to time on written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Note Agreement for endorsement (in case of full reconveyance, or cancellation and retention), without affecting the liability of any person for the payment of the Indebtedness, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or granting any casement of creating any restriction mercon, (c) form many suporamation of other agreement ancoming any restriction the bien or charge thereof, and (d) reconvey, without warranty, all or any part of the Property. In any reconveyance of the Property, the grantee may be described as "the person or persons entitled thereto", and the recitals therein, of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees to Trustor for any of the services mentioned in this paragraph and rendered by Trustee.
- 13. On any default by Trustor of the Indebtedness, Beneficiary, at any time and without notice, either in person or by agent and without regard to the adequacy of any security for the Indebtedness, may enter on and take possession of the Property. The entering on and taking possession of the Property shall not cure any default, waive any Notice of Default or invalidate any act done pursuant to that Notice.
- Beneficiary, at its option, may declare all sums secured by this Trust Deed immediately due and payable. In such event Beneficiary, at its election, may proceed to foreclose this Trust Deed in the manner provided by law for mortgage foreclosures, or direct the Trustee to foreclose this Trust Deed by advertisement and sale. Truster shall proceed in accordance with law to sell the Property at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. Any person except Trustee may bid at the sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including reasonable fees of Trustee and Trustee's aftorney; and (2) to the Indebtedness secured. Any surplus shall be distributed to the persons entitled thereto.
- 15. For any reason permitted by law, Beneficiary, at any time, may appoint or eause to be appointed a successor trustee who shall succeed to all the title, powers, duties and authority of either the Trustee named in this Trust Deed or any current successor trustee.
- 16. This Trust Deed shall apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. All obligations of Trustor hercunder are joint and several. In this Trust Deed, whenever the text so requires, the masculine gender includes the feminine and the singular number includes the plural.
- 17. Trustee accepts this trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party under this Trust Deed of pending sale under any other trust deed or of any action in which Trustor, Beneficiary or Trustee shall be a party, unless that action is brought by Trustee.
- 18. This Trust Deed shall be construed according to the laws of the State of Washington.

- 19 Trustor requests that a copy of any Notice of Default and of any Notice of Sale hercunder he mailed to Trustor at the address of the Trustee set forth on the face of this Trust Deed.
- 20. Trustor covenants and agrees to and with Beneficiary and those claiming under it, that Trustor is lawfully seized in fee simple of the Property and has a valid unconcumbered title and will warrant and forever defend the same against all persons whomsoever. In Witness Whereof, Frustor has signed and scaled this Trust Deed on the day and year first above written.

Trustor ACKNOWLEDGMEN STATE OF WASHINGTON COUNTY OFClark...... who executed the within and foregoing instrument, and acknowledged that ...he ... signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official scal this 16th day of September 874 Valor of Washington, residing at

Notary Publicing out for the Vale of Washington, r

Lot 3, CONNETT Short Plat recorded June 18, 1975 under Book 1 page 5, records of Skamania County, Washington described as follows:

A tract of land located in Section 28, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

BEGINNING at a point on the Southerly side of the right of way of the LaBarre County Road which point is South 1,319.88 feet and West 1,668.77 feet from the Northeast corner of said Section 28; thence South 46°42'23" East 561.61 feet; thence South 44°00'44! West 410.18 feet; thence North 41°38'34" West 572.46 feet to county road right of way; thence through a curve to the right with a radius of 138.52 feet through a central angle of 43°00'00" a distance of 103.96 with a radius of 290.44 feet through a central angle of 18°03'00" a distance of 91.50 feet; thence North 41°40'00" East 119.33 feet to the Point of Beginning.