

SK-14704
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FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

After recording, mail to:

1st Interstate Bank of WA.
P.O. Box 89
Washougal, WA. 98671

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NOV 30 12 05 PM '87
Auditor
GARY M. OLSON

Loan No.

DEED OF TRUST

THIS DEED OF TRUST is made this 24th day of November, 19 87 BETWEEN
Jerry R. Cates and Diane F. Cates, husband and wife
Ray O. Gappmayer and Martha Gappmayer, husband and wife, as Grantor,
whose address is MP0.70R Wantland Rd. Washougal, WA. 98671
and Safeco Title Insurance, as Trustee,
whose address is 43 Russell St. Skamania, WA. 98648
and First Interstate Bank of Washington, N.A., as Beneficiary, whose address is 1625 B St. Washougal Branch,
Washougal, Washington.

Grantor hereby irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the following described property in
Skamania County, Washington:

A portion of the Northwest quarter of the Southeast quarter of section 34, Township 2 North Range 5 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows: Beginning at a point on the East line of the Northwest quarter of the Southeast quarter of section 34, South 01° 07' 38" West, 347.25 feet from the Northeast corner thereof; thence South 01° 07' 38" West along said East line, 320.47 feet; thence South 60° 40' 00" West, 199.87 feet; thence North 80° 20' 00" West, 846.54 feet to a point in the centerline of a 60 foot road easement; thence North 89° 00' 00" West, 312.50 feet to the West line of said Northwest quarter of the Southeast quarter; thence North 01° 03' 40" East along said West line 270.77 feet; thence North 90° 00' 00" East, 1,322.50 feet to the point of beginning.

Registered \$
Indexed \$
Indirect \$
Filed \$
Mailed \$

SUBJECT TO: (Mortgage) (Deed of Trust) dated _____, 19 _____, recorded _____, 19 _____, under Auditor's File No. _____, (Mortgagee) (Beneficiary);

TOGETHER WITH all tenements, hereditaments and appurtenances now or hereafter the thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, and all fixtures and property that may be now located upon said real property or may hereafter be installed in or attached to or used in or adapted for use in the operation of the property and improvements, including, but without being limited to, all trees, shrubs, rockeries, retaining walls, walks, driveways, buildings, structures, improvements and fixtures, plumbing, heating, lighting, cooling and ventilating apparatus, awnings, door and window screens, built in ranges, dishwashers, refrigerators, washers, disposals, dryers and mirrors, rugs, carpeting and other floor covering material, drapery traverse rods and hardware, all of which property, whether affixed or annexed or not, shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby. Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this Deed of Trust on any property. To the extent that any of the property described herein may be subject to the provisions of the Uniform Commercial Code, this Deed of Trust is a security agreement, granting to Beneficiary, as secured party, a security interest in any such property and the Grantor agrees to execute such financing statements as may be required by the Beneficiary and pay, upon demand, filing fees for any such financing statements and continuations thereof.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor incorporated by reference or contained herein and payment of the sum of
Fifteen thousand and no/100 DOLLARS (\$ 15,000.00---

with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, all renewals, modifications or 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.

Grantor covenants that Grantor is lawfully seized and possessed of ownership of the premises in fee simple, has good right and lawful authority to convey the premises in the manner and form herein provided, that the premises are free from liens or encumbrances except as shown above, and that Grantor will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever.

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 and all other prior liens and encumbrances. All policies shall be in such companies as the Beneficiary may approve and have loss payable 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 expense of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. That any mortgage(s), deed(s) of trust, real estate contract(s), lease(s), or other lien(s), to which the property is subject, is valid and existing, there has been no breach of the terms thereof by any of the parties thereto, and Grantor will keep and perform Grantor's obligations under any such instruments and save Beneficiary harmless from the consequences of any failure to do so. Grantor will not enter into or permit any amendment or modification of any such mortgage, deed of trust, real estate contract, lease, or other lien, or surrender possession under any such lease, or enter into or permit any further advancement or loan of funds under any such mortgage, deed of trust or real estate contract, without the prior written consent of Beneficiary.

8. To duly and punctually pay the principal and interest upon any indebtedness secured hereby and will perform each and every covenant and condition herein.

It is mutually agreed that:

10. 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.

18. The undersigned Grantor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

WITNESS the hand(s) of the Grantor(s) on the day and year first above written.

Matthias J. Steppinger

SS.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington
residing at Camas

REQUEST FOR FULL RECONVEYANCE

to be used only when all obligations have been paid under the note and this Deed of Trust.

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 evidence 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__