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FILED FOR RECORD
SKAMANIA CO. WASH
BY STEVEN N. BOGDON

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A. J. Davis, Dep.
AUDITOR
GARY H. OLSON

MAIL TO:

Name: Steven N. Bogdon

Address: 1915 Washington St.

City and State: Vancouver, WA 98660

DEED OF TRUST

Effective Date:

3-8-88

Grantor:

Patricia R. Anderson
0.09L Sprague Road
Stevenson, WA 98648

Trustee:

Steven L. Busick
1915 Washington Street
Vancouver, WA 98660

Beneficiary:

Steven N. Bogdon
1915 Washington Street
Vancouver, WA 98660

1. Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

Government Lot 1 of Section 29, Township 3 North, Range 8 E. W. M., EXCEPT the right of way acquired by the Spokane, Portland and Seattle Railway Company, AND EXCEPT the right of way for Primary State Highway No. 8, AND SUBJECT to easement and right of way for an electric power transmission line granted to the Northwestern Electric Company, AND SUBJECT TO flowage easements granted to the United States of America by deeds dated December 30, 1935, and November 2, 1962;

TOGETHER WITH all water rights and water pipelines appurtenant to the above-described real property;

RESERVING, however, to the grantors, their heirs and assigns one-half of the minerals and mineral rights in the above-described real property.

EXCEPT that portion of the above-described real property awarded to Stanley W. Anderson in

DEED OF TRUST - 1

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connection with the Decree of Dissolution entered
in the Skamania County Superior Court, Cause No.
85-3-00014-1.

Which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or appertaining thereto, and the rents, issues and profits thereof.

2. This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment according to the terms of the Fee Agreement between Grantor and Beneficiary, and all renewals, modifications and extensions thereof, together with interest thereon at such rate as shall be agreed upon or implied by law.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Grantor covenants and agrees:

3. 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. Except one half of the minerals and mineral rights in the above-described real property, which have been reserved to Harry L. Vaughn and Gwen C. Vaughn and their heirs and assigns.

4. 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.

5. 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.

6. 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 fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

7. 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 fees actually incurred, as provided by statute.

8. 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 shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

9. 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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

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.

11. 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.

12. 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 (as amended), a 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 fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.

13. 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 purchasers and encumbrancers for value.

14. 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.

15. 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.

16. This Deed of Trust applies to, insures to the benefit of, and is binding not only upon the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Patricia Andersen

STATE OF WASHINGTON)
COUNTY OF Clark) SS.

On this day personally appeared before me Patricia R. Anderson, to me known to be the individual described in and who executed the foregoing Deed of Trust and acknowledged that the act was free and voluntary for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of March, 1988.

STEVEN N. BOGDON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 10, 1990

Steven N. Bogdon
Notary Public, State of Washington
My comm'n expires: 9-10-90