

NOTE # 17668

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BOOK 112 PAGE 549

FILED FOR RECORD
CLARK COUNTY, WASH.
BY CLARK COUNTY TITLE

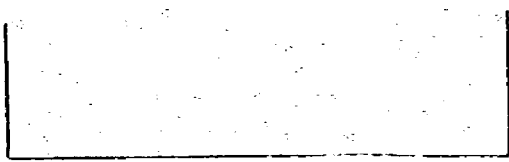
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A. News, Op.

GARY H. SON

Mail to

PACIFIC COAST INVESTMENT COMPANY
315 Norton Building
SEATTLE, WASH.
98104



DEED OF TRUST

THIS DEED OF TRUST made this 14 day of December, 19 88

between DANIEL G. CONLEY AND MARCIA CONLEY, HUSBAND AND WIFE, Grantor.
AND JAMES W. JOHNSTON, A SINGLE PERSON
whose address is 10417 NE 28th Ave
Vancouver, WA 98686

Clark County TITLE INSURANCE COMPANY, a corporation, Trustee, whose address is
and PACIFIC COAST INVESTMENT COMPANY, A WASHINGTON CORPORATION

Beneficiary whose address is 315 North Building, Seattle, WA 98104

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

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

AFFECTS THIS AND OTHER PROPERTY

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which real property is not used principally for agricultural or farming purposes, together with all 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 FORTY EIGHT THOUSAND AND NO/100

Dollars (\$48,000.00) 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. Each Grantor further covenants to keep all buildings, improvements, or fixtures that may be upon the premises insured against loss or damage by fire to the extent of Dollars (\$48,000.00.) and to provide such other kinds and amounts of insurance as in the Beneficiary's judgment shall be adequate to protect the Deed of Trust property. All insurance policies shall be carried in a company or companies acceptable to the Beneficiary, in all respects in form satisfactory to the Beneficiary and shall be three-year policies, and payable in case of loss to the Beneficiary, and shall be deposited with Beneficiary. The Grantor shall pay all premiums as they become due. Thirty days or more prior to the expiration of any insurance policy Grantor shall deliver to Beneficiary a three-year prepaid renewal thereof with paid receipt. In event of Grantor's failure to procure and deliver such renewal policy, the Beneficiary is hereby authorized to write such insurance and the cost thereof shall be payable forthwith and shall be secured by the lien of this Deed of Trust. Beneficiary, however, is not obligated to undertake the writing of said insurance or to notify Grantor as to the expirations, it being the constant duty of the Grantor to provide such insurance, offering the same first to the Beneficiary. Beneficiary has the right to have all proceeds from condemnation of part or all the property used to reduce the Deed of Trust balance.

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 thereof 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 Trustees 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 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 purchasers and encumbrances 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 or 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Daniel G. Conley (Seal)

DANIEL G. CONLEY

Marcia Conley (Seal)

MARCIA CONLEY

James W. Johnston (Seal)

JAMES W. JOHNSTON

STATE OF WASHINGTON } ss.
COUNTY OF CLALLAM

On this day personally appeared before me
DANIEL G. CONLEY/MARCIA CONLEY
JAMES W. JOHNSTON

to me known to be the individual described in and
who executed the within foregoing instrument, and
acknowledged that they signed the same as

the free and voluntary act and deed, for
the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

20 day of December, 1988

Robert E. Johnston
Notary Public in and for the State of

Washington, residing at VANCOUVER, WA.

Commission Expires 11-10-92

STATE OF WASHINGTON } ss.
COUNTY OF

On this day of 19
before me, the undersigned Notary Public in and for the State of Washing-
ton, duly commissioned and sworn, personally appeared

and

to me known to be the

President

the corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said corpora-
tion, for the uses and purposes therein mentioned, and on oath stated

that authorized to execute the said instrument and
that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first
above written.

Notary Public in and for the State of Washington.

residing at

Commission Expires

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 convey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated 19

Mail reconveyance to

PARCEL A

A tract of land located in the Northeast quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian described as follows: LOT ONE (1) of S.A.F.E. Short Plat No. 3 recorded June 10, 1981 in Book 2 of Short Plats at page 217 under Auditor's File No. 92582, records of Skamania County, Washington.

PARCEL B

BEGINNING AT A POINT ON THE SOUTH LINE, AND 286.62 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON; THENCE NORTH $27^{\circ} 52'$ WEST A DISTANCE OF 322.7 FEET TO INTERSECTION WITH THE NORTH LINE OF THE HENRY SHEPARD D.L.C. EXTENDED WEST; THENCE EAST 288.5 FEET TO THE INITIAL POINT OF THE TRACT HEREIN DESCRIBED SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO IVAN JOHN DONALDSON, ET UX, BY DEED DATED AUGUST 12, 1949, AND RECORDED SEPTEMBER 6, 1949 AT PAGE 502 OF BOOK 32 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON; THENCE EAST 192 FEET; THENCE SOUTH $15^{\circ} 10'$ EAST TO THE NORTHERLY LINE OF GROPPER ROAD AS PRESENTLY CONSTRUCTED; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID GROPPER ROAD TO A POINT WHICH BEARS SOUTH $15^{\circ} 10'$ EAST FROM THE INITIAL POINT OF THIS DESCRIPTION; THENCE NORTH $15^{\circ} 10'$ WEST TO THE INITIAL POINT. EXCEPTING THEREFROM THAT PARCEL DEEDED TO CONNIE R. BLISS, ET UX, BY DEED RECORDED SEPTEMBER 5, 1972 IN BOOK 64 ON PAGE 429.

ALSO LOT 1 OF THE EORSE DE GROOTE SHORT PLAT AS RECORDED IN BOOK 2 OF SHORT PLATS ON PAGE 17, SKAMANIA COUNTY RECORDS.