

AFTER RECORDING RETURN TO
L. EUGENE HANSON
Attorney at Law
P. O. Box 417
White Salmon, WA 98672

FILED FOR RECORD
SKAMANIA CO. WASH
BY MT. ADAMS TITLE

Mar 16 12 42 PM '89

ALLIANCE
GARY H. OLSON

DEED OF TRUST

THIS DEED OF TRUST, made this 27th day of February, 1989, between RHONDA F. BROWN, a single person, Grantors, whose address is 1804 "C" W. 21st, Kennewick, WA 99337, MT. ADAMS TITLE COMPANY, a Washington Corporation, Trustee, whose address is 1000 E. Jewett Blyd., White Salmon, Washington 98672, and DANA MARIE NYSTROM, PATRICIA LYN JOHNSON, LESLIE GLENN NYSTROM, JR., and IONA MAY VERLEY, joint tenants with right of survivorship, Beneficiary, whose address is P. O. Box 1458, White Salmon, Washington 98672,

WITNESSETH: Grantors hereby bargain, sell and convey to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

A tract of land in the Jos. Robbins D.L.C., in Section 27, Township 3 North, Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point marked by an iron pipe 660 feet East and 682 feet North of the intersection of the South line of the said Section 27 with the West line of the said Robbins D.L.C.; thence North 209 feet to the initial point of the tract hereby described; thence East 418 feet; thence South 209 feet; thence West 248.6 feet to an iron pipe; thence North 03° 23' East 85.5 feet; thence West 61.4 feet to the center of a certain un-named creek; thence in a Northwesterly direction along the center of said creek to a point 60 feet north of, and perpendicular to, the Westerly extension of last described course; thence West 93 feet, more or less, to the Easterly line of the county road known and designated as the Berge Road; thence in a Northeasterly direction along the Easterly line of said road to a point South of the initial point; thence North to the initial point.

EXCEPT that portion conveyed to Skamania County by instrument recorded January 22, 1981, in Book 79, Page 252, Skamania County Deed Records.

SUBJECT TO rights of the public in and to that portion lying within roads.

FURTHER SUBJECT TO rights, if any, of the property owners abutting the unnamed creek in and to the waters of said creek; rights, if any, of others thereto entitled in and to the continued uninterrupted flow of said creek; and further subject to an easement for water pipeline as recorded under Skamania County Auditor's File No. 37937.

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, issue 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 THIRTY THOUSAND THREE HUNDRED SIXTY-ONE and 93/100 Dollars (\$30,361.93), with interest in accordance with the terms of a Monthly Installment 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

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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 in 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.

7. No partition of the demised premises by the Grantor shall be done unless the same shall meet all zoning or other official contract requirements; and, Beneficiary has consented in writing; and, all costs thereof are paid by Grantor; and, all proceeds therefrom are applied to reduction of Mortgage and Deed of Trust principal amounts unpaid (pro-rate).

8. No trees shall be cut down or timber logged from the demised premises without prior approval in writing by the Beneficiary.

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 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, (as amended), 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 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.

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

RHONDA F. BROWN

STATE OF WASHINGTON)

County of Klickitat)

I certify that I know or have satisfactory evidence that RHONDA F. BROWN signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: February 24th, 1989.

Notary Public for Washington

residing at White Salmon, therein. 10.13.1991

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__

Mail reconveyance to

BROWN - NYSTROM et al
Deed of Trust
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