

107059

BOOK 114 PAGE 147

Filed for Record at the Request of:

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Name: KERRI J. KENT

Address: 804 - 9th Street

City/State: Hood River, OR 97031

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

MAY 22 9 19 AM '89

**DEED OF TRUST**  
(Washington only)

GARY R. OLSON

THIS DEED OF TRUST made this 15<sup>th</sup> day of May, 1989, between PETER N. and VICTORIA M. BOCK, Grantor, whose address is 812 Duchess Road, Bothell, Washington, 98012; WILLIAM H. SUMERFIELD, a Washington attorney, Trustee, whose address is P.O. Box 417, 108 Third Street, Hood River, Oregon, 97031; and KERRI JEAN KENT, a single woman, Beneficiary, whose address is 804 9th Street, Hood River, Oregon, 97031,

**WITNESSETH:**

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

Lot 4, Block 3, UNDERWOOD CREST ADDITION, according to the recorded plat thereof, filed in Book "A" of Plats, Page 154, in the County of Skamania, State of Washington.

**SUBJECT TO:**

- 1) Taxes.
- 2) Easement for power and water over the Northerly 5 feet as shown on the recorded plat.
- 3) Easement for roadway over the Easterly 20 feet wide as shown on the recorded plat.
- 4) Conditions and Restrictions, including the terms and provisions thereof, recorded March 26, 1973, in Book 65, Page 55, Auditor's File No. 75898, Skamania County Deed Records.

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

LAW OFFICES OF  
TEUNIS WYERS  
HOOD RIVER OREGON 97031  
PHONE (503) 384-2221

Grantor has reviewed the conditions and restrictions

Registered	<u>E</u>
Indexed	<u>E</u>
Insured	<u>E</u>
Filed	<u>E</u>
Mailed	<u>E</u>

referenced in paragraph (4) above and agrees to comply with all such restrictions and conditions.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FOURTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$14,500.00), with interest thereon according to the terms of a Promissory Note of even date herewith, payable to beneficiary or order and made by grantor, 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 build 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, including those referenced in paragraph (4) above.
- 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 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 the 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.
- 4) 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.
- 5) 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 as may be necessary to fully satisfy the obligation secured hereby, shall be paid to beneficiary to be applied to such 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 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 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 property, in accordance with the Deed of Trust Act of the State of Washington, RCW 61.24 as now existing or hereinafter 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 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 its deed, without warranty, which shall convey the interest in the property which grantor had or 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 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 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 the 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, and assigns. The terms beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as beneficiary herein.

Peter N. Bock  
PETER N. BOCK

Victoria M. Bock  
VICTORIA M. BOCK

STATE OF WASHINGTON )  
County of Snohomish ) ss  
KING

On this day personally appeared before me PETER N. BOCK and VICTORIA M. BOCK who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Clara N. Stratton  
Notary Public for Snohomish Co. Wa.  
My Commission Expires: 12/31/1992