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

May 26 4 31 PM '89

GARY H. OLSON

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

DEED OF TRUST

THIS DEED OF TRUST, made this 25th day of May, 1989, between JAMES M. CASE, a single person, Grantor, whose address is P. O. Box 606, Bingen, WA 98605, MT. ADAMS TITLE COMPANY, a Washington Corporation, Trustee, whose address is 1000 E. Jewett Blvd., White Salmon, Washington 98672, and NORMAN LEE DEO and BILLIE JO DEO, husband and wife, Beneficiary, whose address is P. O. Box 267, Bingen, WA 98672,

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

PARCEL I:

A tract of land located in the South Half of the Southeast Quarter of the Southwest Quarter of Section 15, Township 3 North, Range 10 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at the section corner common to Sections 16, 15, 21 and 22, Township 3 North, Range 10 East, of the Willamette Meridian; thence South 89° 19' East 1325.65 feet to a point; thence North 1° 50' East 358.76 feet to the point of beginning; thence North 1° 50' East 307.14 feet to a point; thence South 89° 07' East 140.02 feet to a point; thence South 1° 50' West 374.59 feet to a point; thence North 63° 13' West 154.41 feet to the point of beginning.

PARCEL II:

A tract of land located in the South half of the Southeast Quarter of the Southwest Quarter of Section 15, Township 3 North, Range 10 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at the section corner commons to Sections 16, 15, 21 and 22, Township 3 North, Range 10 East, of the Willamette Meridian; thence South 89° 19' East 1325.65 feet to a point; thence North 1° 50' East 358.76 feet; thence South 63° 13' East 154.41 feet to the point of beginning; thence North 1° 50' East 374.59 feet; thence North 89° 07' East 280.04 feet; thence South 1° 50' West 509.50 feet; thence North 63° 13' West 308.82 feet to the point of beginning.

SUBJECT TO rights of the public in roads and highways.

FURTHER SUBJECT TO reservation of the right to maintain a pipeline across said property as recorded in Book N, Page 76, Skamania County Deed Records.

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 TWENTY-SIX THOUSAND Dollars (\$26,000.00), 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.

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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. 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.

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

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 _____