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BOOK 115 PAGE 643

MAIL TO:

ZACHARY H. STOUMBOS
915 BROADWAY, SUITE 400
P.O. BOX 1086
VANCOUVER, WASHINGTON 98668-1086

FILED RECORD
SEAL WASH
BY CLARK COUNTY TITLE

AUG 29 10 23 AM '89

GARY H. OLSON

DEED OF TRUST
AND
ASSIGNMENT OF RENTS

1. Effective Date.

August 25, 1989

2. Grantor.

RICKEY LYNN DRAKE
P.O. Box 1413
Washougal, Washington 98671

3. Trustee.

ZACHARY H. STOUMBOS
915 Broadway, Suite 400
P.O. Box 1086
Vancouver, Washington 98668-1086

4. Beneficiary.

THOMAS F. EFFINGER and CHERYL A.
EFFINGER, husband and wife
2715 N.W. 279th Street
Ridgefield, Washington 98642

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

See Exhibit "A" attached hereto and incorporated herein by reference.

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.

6. This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of:

EIGHTEEN THOUSAND FIVE HUNDRED FIFTY-TWO AND NO/100 DOLLARS (\$18,552.00) 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

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Ind. *K*
In. *K*
Ex. 9-189
K. 189

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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:

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

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IT IS MUTUALLY AGREED THAT:

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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

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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.

20. 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.

ASSIGNMENT OF RENTS

21. Grantor hereby transfers, assigns and sets over to Beneficiary, its successors and assigns, from and after the date hereof, all of Grantor's right, title and interest in and to (a) all leases, subleases, licenses, rental contracts, now existing or hereafter entered into and effecting the real property Exhibit "A" together with all guarantees, modifications, extensions and renewals thereof which now exist or may hereafter be made, and (b) all rents, issues, profits, income and proceeds to become due from tenants of the property together with all deposits and security deposits now or hereafter held by Grantor. Subject to Grantor's Revocable Limited License as stated below, Beneficiary to have the right to notify any and all tenants and other obligors on leases that the same have been assigned to Beneficiary and that all rents are to be made directly to Beneficiary whether or not Beneficiary shall have foreclosed or commenced foreclosure proceedings and whether or not Beneficiary have taken possession of the property. Beneficiary shall further have the right, subject to Grantor's Revocable Limited License as stated below, to enforce payment of rents, to enter upon, take possession of and operate the property and to lease all or any part of the property. Beneficiary shall have the right to apply any rents received to the payment of any and all costs and expenses incurred in connection with enforcing or defending the terms of this assignment and for the operation and maintenance of the property and the payment of all costs and expenses in connection therewith. The entering upon and taking possession of the property, collection of rents, issues and profits and the application thereof, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Ruby Lynn Drake

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.
)

I certify that I know or have satisfactory evidence that RICKEY LYNN DRAKE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: August 25, 1989

Early H. Smith 31
Notary Public in and for the
State of Washington, residing
at Vancouver, WASH
My appointment expires: 6/1/1992

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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:

Mail reconveyance to:

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SS
LAW OFFICES OF
Landerholm, Menovich,
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P.O. Box 1068
Vancouver, Washington 98666
(206) 696-3312

ORDER NO. 19637

EXHIBIT "A"

Property located in Skamania County, State of Washington:

That portion of the southeast quarter of Section 17, Township 1 North, Range 5 east of the Willamette Meridian, Skamania County, Washington described as follows:

BEGINNING at a point on the west line of said southeast quarter of Section 17, Township 1 North, Range 5 East, Willamette meridian south $01^{\circ} 26' 00''$ west, 3607.13 feet from a concrete monument at the north quarter corner of said Section 17 said point of beginning being the southwest corner of the "Peet" Tract, as shown on recorded survey in volume 1 at page 16; thence north $86^{\circ} 18' 34''$ east along the south line of said "Peet" tract 655.72 feet; thence north $02^{\circ} 18' 00''$ west 60.00 feet; thence north $87^{\circ} 42' 00''$ east 96.26 feet; thence leaving said south line, south $02^{\circ} 18' 00''$ east, 780 feet more or less, to the north right of way line of state highway #14; thence westerly along said north line, 880 feet more or less, to the west line of the southeast quarter of section 17; thence north $01^{\circ} 26' 00''$ east along said west line 505 feet more or less, to the point of beginning;

EXCEPT right of way for BELL CENTER ROAD, as conveyed to Skamania County by deed dated June 20, 1973, and recorded June 21, 1973 in Book 65 of deeds at page 374, records of Skamania County, Washington;

TOGETHER WITH and subject to a 60 foot easement for ingress, egress and utilities, the centerline of which is described as follows:

BEGINNING at a point in the centerline of State Highway #14 which point is south $11^{\circ} 22' 50''$ west, 4030.75 feet from an iron pipe at the northeast corner of said Section 17; thence north $40^{\circ} 43' 00''$ west, 296.12 feet; thence along the arc of a 200 foot radius curve to the right for an arc distance of 61.17 feet; thence south $87^{\circ} 42' 00''$ west, 1051.85 feet to the terminus of said easement centerline.