

108076

BOOK 116 PAGE 342

TICOR TITLE INSURANCE

Filed for Record at Request of

Name

Address

City and State

TTIC File No.

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD
SKAMANIA CO. WASH
BY William H. Dunn
OCT 11 12 06 PM '89
P. Lowry
GARY H. OLSON

DEED OF TRUST

THIS DEED OF TRUST, made this day of September 1989

between PHILIP E. KIRKPATRICK

Grantor,

whose address is MP 11.56R Street Road 140, Washougal, Washington 98671

TICOR TITLE INSURANCE COMPANY, a corporation, Trustee, whose address is

and KATHRYN RUTH KIRKPATRICK

Beneficiary whose address is c/o William Dunn, P.O. Box 1016, Vancouver, WA 98666

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

property in Clark

County, Washington:

The Orchards real property and improvements legally described as:

Lot 24, OSCAR'S TEN, according to the plat thereof, recorded in Volume "H" of Plats, at page 48, records of Clark County, Washington.

Subject to a wraparound mortgage of \$16,000.00 in favor of Respondent as described on Exhibit "II".

AND 1. The following described property in Skamania County, Washington:

The Washougal real property and improvements, legally described as:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH ALONG THE SECTION LINE 40 RODS; THENCE EAST 80 RODS TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SAID SECTION 9; THENCE NORTH 40 RODS TO THE NORTH LINE OF THE SAID SECTION 9; THENCE WEST 80 RODS TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF CONVEYED TO RUTH B. RICE BY DEED DATED AUGUST 31, 1931 DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE 158 FEET SOUTH OF THE NORTHWEST CORNER OF THE SAID SECTION 9; THENCE SOUTH 50 FEET; THENCE NORTH 46° EAST 154 FEET TO AN IRON PIPE; THENCE NORTHWESTERLY 50 FEET TO AN IRON PIPE; THENCE SOUTH 46° WEST 139 FEET TO THE POINT OF BEGINNING; AND EXCEPT THE EAST 330 FEET OF THE NORTH 660 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHERLY OF STATE ROAD 120.

Subject to a wraparound mortgage of \$16,000.00 in favor of Respondent as described on Exhibit "II".

The terms of this Deed of Trust and associated Note are set forth in a Decree of Dissolution under Clark County Superior Court, 87-3-01723-8, which document is expressly incorporated herein. This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of

Sixteen Thousand

Dollars (\$ 16,000.00)

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. 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 he 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.

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 or its authorized agent 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 deposited with the clerk of the superior court of the county in which the sale took place to be distributed in accordance with RCW 61.24.080.
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 shall 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.

Registered 2
 Indexed 2
 Indirect 2
 Filed 10-26-89
 M. H. H.

[Signature] (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

STATE OF WASHINGTON }
 COUNTY OF _____ } ss

STATE OF WASHINGTON }
 COUNTY OF _____ } ss

On this day personally appeared before me

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



_____ individual described in and
 executed the foregoing instrument, and
 _____ signed the same as
 _____ voluntary act and deed, for
 the uses and purposes therein mentioned

and _____
 to me known to be the _____ President and
 Secretary respectively, of _____

the corporation that executed the foregoing instrument, and acknowledged
 the said instrument to be the free and voluntary act and deed of said corporation,
 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 _____

Notary Public in and for the State of Washington
 residing at _____

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 _____