109193

First American Title

Filed for Record at Request of

Wilford K. Carey
ANNALA, CAREY, VanKOTEN & SCHAFER, P.C.
Attorneys at Law
P.O. Box 325

City and State Hood River, Oregon 97031

following described real property in

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Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this day of May 19 90 between CHARLES W. SEWARD and VICKY L. SEWARD, husband and wife, and DUSTY MOSS, a single person, GRANTOR, whose address is.

FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation, TRUSTEE, whose address is Fourth and Blanchard Building, Scattle, Washington, and SDS LUMBER CO., a Washington corporation, BENEFICIARY, whose address is.

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

As set forth on Exhibit "A", attached hereto and incorporated herein by this reference as though set out in full hereat,

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which real property is not used principally for agricultural or farming purposes, together with all the tensences, hereditaments, and appurtenances now or hereafter thereunto belonging or in Edy wise appeal tailing, and the rents, issues 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 FIVE HUNDRED THOUSAND and No/100 Dollars (\$ 500,000.00 ASDENHANT, in accordance with the terms of a monance 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.

To pay before delinquent all lawful taxes and accessments upon the property; to help the projectly 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 hot less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and their such companies as the Beneficiary may approve and tayer 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 indubtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to forcefore this Deed of Trust. In the event of forcelosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreslosure sale. 4. To defend any action or proceeding purporting to effect the security hereof or the rights or powers of Bencheiary 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 Pencheiary to forcelose 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 accord hereby and Trustee's and alterney's fees actually incurred, as provided by statute. 6. Should Granter fail to pay when due any taxes, as essiments, insurance premiuns, liens, encumbrances or other charges against the property hereinaloge described. Beneficiary may pay the same, and the amount to paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the delt 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 preceeding, the entire amount of the award or such position as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Reneferary 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 bettern, all sums occured 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, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Prustee 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 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 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 Gordusive evidence thereof in favor of long fide purchases and communityers 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 and assigns. The term Beneficiary shall mean the holder and owner of the note secured her, by, legatees, auministrators, value of herein. CLU GA Dusty Moss OREGON OREGON STATE OF WARMANAMA STATE OF WARRENCE COUNTY OF Hood River COUNTY OF Hood River On this day personally appeared before me May CHARLES W. SEWARD ************* ington, duly commissioned and sworn, personally appeared DUSTY MOSS, AXABOKX TO BORNOW A TO WINDERXX o me known to be the individual described in to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that ... signed the same as his * hise and voluntary act and deed, for the use And happens therein mentioned. TARMOR Land official seal this Witness my hand and official seal hereto aff above written. for the State of XXXXV 190. Notary Public in and for the State of war EXHABITO Fing at Markdale, Orego residing at ...! My_Commission_Expires: 11/24/92 My Commission Expires 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, i) 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				
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STATE OF OREGON,

FORM NO. 23 - ACKNOWLEDGMENT

County of July

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BE IT REMEMBERED, That on this 3rd day of County and State, personally appeared the within named State, personally appeared the within

known to me to be the identical individual. described in and who executed the within instrument and acknowledged to me that we executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

MY COMMISSION EXPINES

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Notary Public for Oregon

My Commission expires 0 7 3 7 - 41

EXHIBIT "A"

Seward & Moss - SDS Lumber Co. -- Deed of Trust

PARCEL 1:

Government Lot 3 of the Northeast quarter of the Northwest quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL II:

Government Lot 4 of the Northwest quarter of the Northwest quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL III:

The Southwest quarter of the Northwest quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL IV:

The Southeast quarter of the Northwest quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamanja, State of Washington, EXCEPTING THEREFROM the following:

Beginning at a point 225 feet North of the Southeast corner of the Southeast quarter of the Northwest quarter of said Section 3; thence continuing North along the East line of said Southeast quarter line 240 feet; thence West 350 feet; thence South 27° West 240 feet; thence Southeasterly 460 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following:

Beginning at the Southeast corner of the Southeast quarter of the Horthwest quarter of said Section 3; thence Worth 416 feet; thence West 950 feet; thence South 416 feet; thence East 950 feet to the point of beginning.