

109198

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Filed for Record of Request of;  
After Recording, Mail To:

THIS SPACE RESERVED FOR  
RECORDER'S USE:

Sheryl K. Peterson  
Cairncross, Ragen & Hempelmann, P.S.  
70th Floor, Columbia Center  
701 Fifth Avenue  
Seattle, Washington 98104-7014

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Cairncross, Ragen & Hempelmann

MAY 9 11 03 AM '90

*O. Lowry*

GARY

DEED OF TRUST  
(Short Form)

THIS DEED OF TRUST, made as of April 30, 1990, among Wayne Browning and Jennifer Browning, husband and wife, as Grantor, whose address is 1260 N.W. Spring, White Salmon, Washington 98672; Chicago Title Insurance Company, as Trustee, whose address is 1800 Columbia Center, 701 Fifth Avenue, Seattle, Washington 98104; and CITIFOR, Inc., as Beneficiary, whose address is 7272 Columbia Center, 701 Fifth Avenue, Seattle, Washington 98104-7090:

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

See Exhibit A attached hereto and incorporated herein by this reference,

which property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof (the "Property").

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Two Hundred Thousand Dollars (\$200,000.00), 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:

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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 and 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 Beneficiary, and be in such companies as Beneficiary may approve and have loss payable first to Beneficiary as Beneficiary's interests may appear and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of 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 attorneys' 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 Trustee incurred in enforcing the obligations secured hereby and Trustee's and attorneys' 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 by 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 satisfy fully 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. 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 Grantor and Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by 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 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 in which the Property is located, 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 attorneys' fee; (2) to the obligations secured by this Deed of Trust; and (3) the surplus, if any, to the parties entitled thereto.

5. Trustee shall deliver its deed, without warranty, to the purchaser at the sale, which deed shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of Grantor's execution of this Deed of Trust, and such as Grantor 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.

6. The power of sale conferred by this Deed of Trust and by applicable law 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 party unless such action or proceeding is brought by 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.

WITNESS the hand of Grantor on the day and year first above written.

GRANTOR:

Wayne Browning  
Wayne Browning

Jennifer Browning  
Jennifer Browning

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this day personally appeared before me Wayne Browning, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of April, 1990.



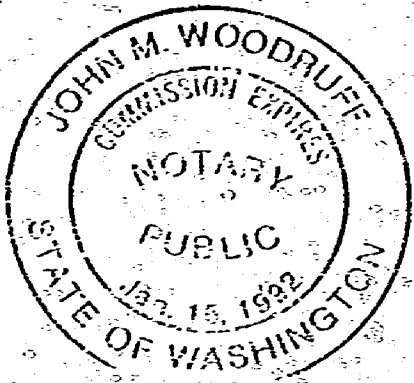
Sheryl Peterson  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Bellevue  
My commission expires 7/16/91

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this day personally appeared before me Jennifer Browning, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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GIVEN under my hand and official seal this 27<sup>th</sup> day of April, 1990.



John M Woodruff  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at White Salmon  
My commission expires 1-15-92

Unofficial Copy

## REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE:

The undersigned is the legal owner and holder of the promissory note and all other indebtedness secured by the within Deed of Trust. Said promissory note, together with all other obligations and 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 \_\_\_\_\_

BENEFICIARY:

CITIFOR INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

Mail reconveyance to \_\_\_\_\_

11225.M04

Exhibit A

Skamania County

The Southeast Quarter of the Southwest Quarter of the Northeast Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

TOGETHER WITH an easement for ingress, egress and utilities over, under, and across a 60.00 foot strip.

EXCEPT the South 1.00 feet of the above described 60.00 foot easement known as parcel 3.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities as set forth in instrument recorded under Auditor's File No. 75126, records of Skamania County, Washington, and described as follows: A strip of land 30 feet on each side of the centerline described as the North-South Centerline of the Southwest Quarter of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter. Such easement shall commence at the Northerly line of this Parcel and shall extend South to the Southerly line of this described Parcel.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities as set forth in instrument recorded under Auditor's File No. 75126, records of Skamania County, Washington, and described as follows: A strip of land 30 feet on each side of the centerline described as the North-South Centerline of the Northwest Quarter of the Northeast Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian. This easement shall extend North to the County Road.