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BOOK 119 PAGE 493

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

FILED RECORD
SKAMANIA COUNTY WASH
BY *L. Eugene Hanson*

JUN 22 4 09 PM '90

P. Lowry

GARY P. HANSON

DEED OF TRUST

THIS DEED OF TRUST, made this 30 day of June, 1990, between DANIEL D. DANCER, a single person, Grantor, whose address is Sleeping Beauty Ranch, Oskaloosa, KS 66066, MT. ADAMS TITLE COMPANY, a Washington Corporation, Trustee, whose address is 1000 E. Jewett Blvd., White Salmon, Washington 98672, and ELVA M. BAKER, a single person, Beneficiary, whose address is Circle Drive, Underwood, WA 98651,

WITNESSETH: Grantors hereby bargain, sell and convey to Trustee in Trust, with power of sale, the following described real property in Skamania County, Washington:

A parcel of land within Government Lot 1 (NW1SW1) of Section 23, Township 3 North, Range 10 East, W. M., Skamania County, Washington, described more particularly as follows:

That portion of said Government Lot 1 lying South of and adjacent to Lot 21 of the Town of Underwood, as shown on the map thereof recorded in Book "A" of Plats at Page 14; lying North of and adjacent to Block 1 of the 1st Addition to Underwood, as shown on the map thereof recorded in Book "A" of Plats at Page 19; bounded on the East by the Southerly extension of the East line of said Lot 21; and bounded on the West by the Southerly extension of the West line of said Lot 21; EXCEPT the North 40 feet of the herein described parcel.

This deed constitutes a boundary line adjustment between the adjoining property of the Grantor and the Grantee herein, and is exempt from the requirements of RCW 58.17 and the Skamania County Short Plat Ordinance. The herein described property cannot be segregated and sold without first conforming to the State of Washington and Skamania County Subdivision laws.

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 TEN THOUSAND Dollars (\$10,000.00), with interest, terms and conditions, in accordance with the Monthly Installment 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, the terms thereof being incorporated herein as if fully set forth.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. Accept the property in its present condition and acknowledge that Beneficiary, his agents or subagents have made no representation or warranty concerning the physical condition of the property, except to inform Grantor of possible fence encroachment, or the uses to which it may be put other than as set forth herein; and shall maintain the property in such condition as complies with all applicable laws;
2. To not cut or remove the timber except as may be necessary for residential building purposes, nor allow any liens or encumbrances to attach against the timber and keep the property in good condition and repair; to permit no waste thereof; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
3. 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

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encumbrances impairing the security of this Deed of Trust.

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, 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 become due and payable in accordance with the Washington State Trust Deed Act and only upon prior notice to Grantor as therein provided. 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.

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 purchaser and encumbrancers 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

