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BOOK 120 PAGE 272

Filed for Record at Request of

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THIS SPACE RESERVED FOR RECORDER'S USE:

FILED FOR RECORD

BY SKAMANIA CO. TITLE

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GARY M. OLSON

9-24-90

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DEED OF TRUST



SKAMANIA COUNTY
TITLE COMPANY

P.O. BOX 277 - 43 RUSSELL ST.
STEVENSON, WASHINGTON 98648

THIS DEED OF TRUST, made this 27th day of April, 1990, between Deborah S. Sullivan and Roger Haven, wife and husband, Grantor.

whose address is Post Office Box 464, Vancouver, Washington 98666

SKAMANIA COUNTY TITLE COMPANY, Trustee, (PO Box 277, Stevenson, Washington 98648) and The Oregon Community Foundation, an Oregon nonprofit corporation, Beneficiary.

whose address is 1100 Yeon Building, Portland, Oregon 97204

WITNESSETH: 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 for legal description.

UNOFFICIAL COPY

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, 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 SEVENTY SIX THOUSAND TWO HUNDRED NINETY SEVEN AND NO/100-- Dollars (\$ 76,297.00)

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 delinquency 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 be in such companies as the Beneficiary may approve and have loss payable first to 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

(continued on reverse side)

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 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 Trustee's authorized agent, 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 fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or shall 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 purchasers 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 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.

Deborah S. Sullivan
Notary Public

STATE OF WASHINGTON
COUNTY OF CLARK

On this day personally appeared before me
Deborah S. Sullivan and
Roger ~~Sullivan~~ HAYEN

to me known to be the individual described in and who
executed the within and foregoing instrument, and
acknowledged that they signed the same as
their free and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
18TH day of June JULY, 19 90

Notary Public
Notary Public in and for the State of Washington,
residing at VANCOUVER, THEREIN

STATE OF WASHINGTON
COUNTY OF

On this _____ day of _____, 19____, before me, the undersigned, a

Notary Public in and for the State of Washington, duly commissioned and sworn,
personally appeared

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 _____

GORDON T. MacWILLIAMS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 8, 1991

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 _____, 19____

Mail reconveyance to _____

DEED OF TRUST

BOOK 120 PAGE 274

DEBORAH S. SULLIVAN, Grantor
The Oregon Community Foundation, Beneficiary
Dated: April 27, 1990

EXHIBIT A

Real Property located in the State of Washington, County of Skamania,
described as follows:

That portion of the S.M Hamilton Donation Land Claim lying within Section 20,
Township 2 North, Range 7 East of the Willamette Meridian, Skamania County,
Washington, described as follows:

Beginning at the intersection of the Northerly shore of Greenleaf Slough with
the Easterly line of said Hamilton Claim, thence South 17° 30' East, along the
Easterly line of said Hamilton Claim, to the Northerly right-of-way line of
Primary State Highway No. 14, as said highway existed on January 30, 1973;
thence Westerly, along said Northerly line, 240 feet; thence North 17° 30'
West, parallel with the Easterly line of said Hamilton Claim, to a point that is
South 17° 30' East 100 feet (when measured on a line parallel with the Easterly
line of said Hamilton Claim), from the Southerly Shore of Greenleaf Slough, said
point being the Southeasterly corner of the tract conveyed to H. Robert Cole by
deed recorded in Book 61, Page 110, deed records of said County; thence South
57° 17' 34" West, along the Southerly line of said Cole tract, 314.38 feet to
the Southwest corner thereof; thence South 45° 44' 52" West 484.42 feet;
thence South 16° 46' 08" East 178.33 feet to the Northerly line of Evergreen
Drive, said point being the TRUE point of beginning of the tract herein to be
described; thence North 16° 46' 08" West 178.33 feet; thence South 45° 44' 52"
West 50.73 feet; thence North 16° 46' 08" West to the North Shore of the
Greenleaf Slough; thence Westerly and Southerly, along the Northerly and
Westerly shore of said Greenleaf Slough to the intersection with the Northerly
line of said State Highway No. 14 as same existed on January 30, 1973; thence
Easterly, along the Northerly line of said Highway, to its intersection with the
Northerly line of said Evergreen Drive; thence Easterly, along the Northerly
line of said Evergreen Drive, to the True Point of Beginning. EXCEPTING
THEREFROM that portion conveyed to the United States of America by Deed recorded
May 9, 1980 in Book 78, Page 202, Auditors File No. 90734, Skamania County Deed
Records.