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FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Steven N. Bogdon*

AUG 23 2 43 PM '90

*P. Lowry*  
GARY M. OLSON

FILED FOR RECORD AT REQUEST OF

STEVEN N. BOGDON  
Marsh, Higgins & Foster  
PO Box 54  
Vancouver, Washington 98666

WHEN RECORDED RETURN TO

STEVEN N. BOGDON  
Marsh, Higgins & Foster  
PO Box 54  
Vancouver, Washington 98666

Registered	
Indexed, Air	
Indirect	
Filed	8-24-90
Mailed	

#### DEED OF TRUST

THIS DEED OF TRUST, made this 9 day of August, 1990, between RICHARD HAMBY whose address is M.P. 0.06L Hombre Road, Washougal, Washington 98671, STEVEN BOGDON, TRUSTEE, whose address is PO Box 54, Vancouver, Washington 98666, and TAMARA HAMBY, BENEFICIARY, whose address is 37020 SE Gibson Road, Camas, Washington 98671, 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 ATTACHED EXHIBIT "A"

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 NINE THOUSAND DOLLARS (\$9,000.00) with interest, in accordance with the terms of a Decree of Dissolution and Judgment against the grantor and in favor of the beneficiary, Clark County Superior Court Cause No. 90-3 00078-5 with interest thereon at 9% for a period of one year from date the Decree is entered, and 12% thereafter.

DEED OF TRUST

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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 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, subject to subordination agreement as set forth in the Decree of Dissolution of Marriage.

3. 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.

4. 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.

5. 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 judgment 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 as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. 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 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. 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.

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 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 proceedings in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceedings is brought by the Trustee.

8. This Deed of Trust applies to and 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 hereby, whether or not named as Beneficiary herein.

9. Grantor may without the express written consent of Beneficiary, make any substantial alteration to the improvements on the property, including without limitation logging activity, beginning September 1, 1990.

Richard Wamsley

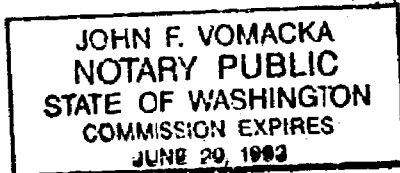
STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that RICHARD HAMBY signed this instrument and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 10/09, 9, 1990

Notary Public  
Residing at: Vancouver

## MY APPOINTMENT EXPIRES



Lot 4 LaBarre Flat Short Plat, recorded June 18, 1975,  
under Book 1, Page 5, records of Skamania County,  
Washington, described as follows:  
Starting at a point of the Northwest boundary of the  
right-of-way of the LaBarre County Road which point is  
North 292.63' and West 26.29' from the center of  
Section 28 Township 2 North Range 5 E.W.M., run North  
90'00'00" West for 315.00' run North 00'00'00" East  
for 703.09' run North 89'38'10" East for 315.01', run  
South 00'00'00" East for 705.09' to point of beginning.

EXHIBIT

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