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BOOK 122 PAGE 145

FILED FOR RECORD  
SKAMANIA, WASH  
BY CLARK COUNTY TITLE

FEB 4 11 30 AM '91

P. Lowry  
AUDITOR  
GARY H. OLSON

Mail to

PACIFIC COAST INVESTMENT COMPANY

315 Norton Building

SEATTLE, WASH.

98104

CCT 23731

#9510/Conley

CCT  
ORDER# 23731

## DEED OF TRUST

THIS DEED OF TRUST, made this 14th day of January

19 91

between Daniel G. Conley and Marcia Conley, husband and wife and  
James W. Johnston, a single person

Grantor.

whose address is Mile Post 50L Gropper Road, Stevenson, WA. 98648

CLARK COUNTY TITLE INSURANCE COMPANY, a corporation, Trustee, whose address is

and PACIFIC COAST INVESTMENT COMPANY, A WASHINGTON CORPORATION

Beneficiary whose address is 315 North Building, Seattle, WA 98104

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

COMPLETE LEGAL DESCRIPTION ATTACHED.

Registered	
Indexed, Dir	
Indirect	
Filmed	
Mailed	

which real 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.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Fifty Five Thousand and No/100-----

Dollars (\$ 55,000.00 ) 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:

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; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. Each Grantor further covenants to keep all buildings, improvements, or fixtures that may be upon the premises insured against loss or damage by fire to the extent of ..... Dollars (\$ ..... ) and to provide such other kinds and amounts of insurance as in the Beneficiary's judgment shall be adequate to protect the Deed of Trust property. All insurance policies shall be carried in a company or companies acceptable to the Beneficiary, in all respects in form satisfactory to the Beneficiary and shall be three-year policies, and payable in case of loss to the Beneficiary, and shall be deposited with Beneficiary. The Grantor shall pay all premiums as they become due, thirty days or more prior to the expiration of any insurance policy Grantor shall deliver to Beneficiary a three-year prepaid renewal thereof with paid receipt. In event of Grantor's failure to procure and deliver such renewal policy, the Beneficiary is hereby authorized to write such insurance and the cost thereof shall be payable forthwith, and shall be secured by the lien of this Deed of Trust. Beneficiary, however, is not obligated to undertake the writing of said insurance or to notify Grantor as to the expirations, it being the constant duty of the Grantor to provide such insurance, offering the same first to the Beneficiary. Beneficiary has the right to have all proceeds from condemnation of part or all the property used to reduce the Deed of Trust balance.

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.

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 Trustees 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 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 purchasers and encumbrances 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 or 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, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

*Daniel G. Conley* (Seal)  
 Daniel G. Conley  
 + *Marcia Conley* (Seal)  
 Marcia Conley  
 + *James W. Johnston* (Seal)  
 James W. Johnston (Seal)

STATE OF WASHINGTON  
 COUNTY OF King Clark

STATE OF WASHINGTON  
 COUNTY OF \_\_\_\_\_

On this day personally appeared before me

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_

Daniel G. Conley and

Marcia Conley and James W. Johnston

to me known to be the individual described in and who executed the within foregoing instrument, and they signed the same as

and \_\_\_\_\_  
 to me known to be the \_\_\_\_\_  
 President

free and voluntary act and deed, for the uses and purposes therein mentioned.

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 this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Witness my hand and official seal hereto affixed the day and year first above written.

*Robert G. Johnston*  
 Notary Public in and for the State of Washington, residing at \_\_\_\_\_  
 Commission Expires 11-10-82

Notary Public in and for the State of Washington, residing at \_\_\_\_\_  
 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, 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 \_\_\_\_\_, 19\_\_\_\_

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



File No. 23731

PARCEL I

## Exhibit A

Lot 1 of S.A.F.E Short Plat No. 3, recorded in Book 2 of Short Plats, page 217, under Auditor's File No. 92582, being a portion of the Northwest Quarter of the Northwest Quarter of Section 3, Township 2 North Range 5 East of the Willamette Meridian, Skamania County, Washington.

SUBJECT TO AND TOGETHER WITH a 60 foot easement for ingress, egress and utilities over and across the following described property. The centerline of which is described as follows:

That portion of the Northwest Quarter of the Northeast Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section; thence along the West line thereof, North  $00^{\circ}17'08''$  East 168.84 feet to the Southwest corner of the land being purchased by Ronald Cummings, et ux under Contract recorded under Auditor's File No. 75269, records of said County; thence along the South line thereof; South  $89^{\circ}42'54''$  East 679 feet to the Southeast corner of said Cummings tract and the true point of beginning of said centerline description; thence North along the East line thereof, North  $00^{\circ}17'06''$  East 820.22 feet, more or less, to a point on the Southerly right of way line of the Bonneville Power Administration and the terminus of said centerline description.

PARCEL II

BEGINNING at a point on the South line, and 286.62 feet East of the Southwest corner of the Northeast Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington; thence North  $27^{\circ}52'$  West a distance of 322.7 feet to intersection with the North line of the Henry Shepard D.L.C. extended West; thence East 288.5 feet to the Initial Point of the tract herein described, said point being the Northeast corner of a tract of land conveyed to Ivan John Donaldson et ux, by deed dated August 12, 1949 and recorded September 6, 1949 at page 502 of Book 32 of deeds, records of Skamania County, Washington; thence East 192 feet; thence South  $15^{\circ}10'$  East to the Northerly line of Gropper Road as presently constructed; thence Westerly along the Northerly line of Gropper Road to a point which bears South  $15^{\circ}10'$  East from the initial point of this description thence North  $15^{\circ}10'$  West to the initial point.

EXCEPTING THEREFROM that parcel deeded to Connie R. Bliss, et ux, by deed recorded September 5, 1972 in Book 64 on page 429.

ALSO LOT 1 of the George De Groote Short Plat as recorded in Book 2 of Short Plats, on page 17, Skamania County Records.